



## INVITATION FOR BIDS

### BASS MUSEUM SCHOOL OF ART HVAC RENOVATIONS

BID # 06-03/04

BID OPENING: MARCH 4, 2004 AT 3:00 P.M.



Gus Lopez, CPPO, Procurement Director  
City of Miami Beach - Procurement Division  
1700 Convention Center Drive  
Miami Beach, FL 33139  
<http://www.miamibeachfl.gov>

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BID NO: 06-03/04  
DATE: 02/04/04

CITY OF MIAMI BEACH  
1

PROCUREMENT

## AGREEMENT

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, A.D. between the **CITY OF MIAMI BEACH**, a Florida municipal corporation, hereinafter called the City, which term shall include its successors and assigns, party of the one part, and

MASTER MECHANICAL SERVICE INC.

6187 N.W. 167<sup>TH</sup> STREET, H-25

MIAMI, FLORIDA 33015

hereinafter called the Contractor, which term shall include its heirs, successors and assigns, party of the other part.

**WITNESSETH** that the said Contractor for the consideration and compensation herein agreed to be paid and the said City in consideration of the construction of improvements to be done by said Contractor and designated "**BASS MUSEUM SCHOOL OF ART (CARL FISHER CLUB HOUSE) HVAC RENOVATIONS**" by said City, do hereby mutually agree as follows:

1. This Agreement shall extend to and be obligatory upon said City, its successors and assigns, and upon said Contractor and its heirs, successors and assigns. Neither this Agreement nor any part thereof nor any part of the Work herein contemplated, shall be assigned or sublet, nor shall any sums of money provided to be paid to said Contractor be assigned by said Contractor to anyone without the consent of the City Commission of said City evidenced by its resolution.
2. The foregoing pages of this booklet, including the Notice to Contractors, the Proposal, and the Contract Documents and such alterations as may be made in said Plans and Specifications as therein provided for, are hereby referred to and made a part of this Agreement and the terms and conditions set forth therein, except when in direct conflict with this written Contract, are as much a part hereof as if copied herein. If conflicts exist between them and this written instrument, only that part of the matter in direct conflict herewith shall not be construed to be a part hereof.
3. The City will issue a first notice to proceed after award of contract notifying contractor to commence scheduling activities, permit applications, delivery of the A/C units and other pertinent work. Once contractor is in receipt of all permits and materials, a second notice to Proceed will be issued to mobilize on the project site and commence with work. The Contractor shall commence work within seven (7) days of the Second Notice to Proceed and shall construct and complete in a good and workmanlike manner the materials herein referred to, strictly in accord herewith the following:
  - 3.1 The Contractor shall be **Substantially Completed with the Work within fifteen (15) calendar days** from the issuance of the second Notice to Proceed, and completed and ready for final payment within **seven (7)** calendar days from the date certified by the Project Manager as the date of Substantial Completion.

3.2 Damages - City and Contractor recognize that the City will suffer direct financial loss if Work is not completed within the Contract times specified in paragraph 3.1 above plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time, and therefore time is of the essence. Accordingly, instead of requiring any such proof Contractor agrees to forfeit and pay Owner as **liquidated damages** for delay (but not as a penalty) the amount of **Fifty Dollars (\$50.00) for each calendar day that expires after the Contract Time specified in paragraph 3.1 for Substantial Completion** until the Work is substantially complete. After Substantial Completion if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time, Contractor shall pay Owner **Fifty (\$50.00) for each calendar day that expires after the time specified in Paragraph 3.1 for completion and readiness for final payment.** These amounts represent a reasonable estimate of Owner's expenses for extended delays and for inspection, engineering services and administrative costs associated with such delay.

4. In such construction said Contractor shall furnish all implements, machinery, equipment, transportation, tools, materials, supplies labor, and other things necessary to the execution and completion of the Work, nothing being required of the City except that it may, at its expense, supervise such construction and enter upon and inspect the same at all reasonable times.
5. If any dispute arises between the City and said Contractor with reference to the meaning or requirements of any part of this Contract and they cannot agree, the more stringent requirements shall govern as determined by the City.
6. If the Contractor shall complete the construction herein contemplated in a good and workmanlike manner within the time herein specified and in accord herewith, the said City shall pay to the Contractor the contract sum in accordance with the Conditions of the Contract. The City, by allowing Contractor to continue with said construction after the time for its completion hereinbefore stated shall not deprive City of the right to exercise any option in this Agreement contained nor shall it operate to alter any other term of this Agreement.
7. The Contractor shall file with the Procurement Director of said City of Miami Beach a Performance and Labor and Material Payment Bond, each in the amount of 100 percent of Contract Amount, in the form as set forth herein or as otherwise approved by the City of Miami Beach City Attorney and shall be executed by said Contractor and Surety Agent authorized to do business in the State of Florida.
8. The Contractor shall file Insurance Certificates, as required, and they must be signed by a Registered Insurance Agent licensed in the State of Florida and approved by the City of Miami Beach Risk Manager.
9. All documents shall be executed satisfactorily to said City and until Bonds and Insurance Certificates have been filed and approved, this Contract Agreement shall not be effective.

10. Owner shall pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the lump sum or unit prices presented in the Bid Proposal, attached to this Agreement. The parties expressly agree that the Contract Price is a stipulated sum except with regard to the items in the Bid which are subject to unit prices.

**Contract Price:**      **\$ 44,875**

11. The Contract Documents which comprise the entire Agreement between City and Contractor are attached to this Agreement and made a part hereof.

The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

**IN WITNESS WHEREOF** the said City has caused this Agreement to be signed by the Mayor of the City of Miami Beach, Florida and its corporate seal to be affixed, attested by the City Clerk of the City of Miami Beach and the said Contractor has caused this Agreement to be signed in its name.

Master Mechanical (SEAL)  
Contractor Services, Inc.

By [Signature]  
(Authorized Corporate Officer)

President  
Title

**CITY OF MIAMI BEACH**

By [Signature]  
Mayor

**ATTEST:**

[Signature]

**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

[Signature]      5-11-04  
City Attorney      Date

# *R.H. BENSON & COMPANY, INC.*

*Contractors Bonds and Insurance*

*12700 Biscayne Boulevard, Suite 307  
North Miami, FL 33181-2024*

*Dade (305) 895-9558  
Broward (954) 733-5090  
Fax (305) 895-9588*

April 21, 2004

City of Miami Beach  
1700 Convention Center Dr.  
Miami Beach, FL 33139

**Re: Master Mechanical Services, Inc.**

To Whom It May Concern:

Attached is the original Performance and Payment Bond that we have executed on behalf of Master Mechanical Services, Inc. for the project Bass Museum School of Art, HVAC Renovations.

Since the date of the contract is unknown at this time, we were unable to date the bonds. However, you have our permission to date the bonds once the contract date is determined. Please be sure that the date on the bonds is either the same as, or later than, the contract date. Once these dates are inserted in the bond forms, please fax or mail a copy of each bond to us.

Please call me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to be 'R.H. Benson', with a long horizontal line extending to the right.

Robert H. Benson

# PERFORMANCE BOND

(This bond meets and exceeds the requirements of Florida Statutes Section 255.05)

Bond No. S708604

STATE OF FLORIDA )

SS  
COUNTY OF ) Miami-Dade

KNOW ALL MEN BY THESE PRESENTS that we, Master Mechanical Services, Inc.  
as Principal, hereinafter called Contractor, and  
Old Dominion Insurance Company as Surety, are firmly bound unto the City of Miami  
Beach, Florida, as Oblige, hereinafter called the City, in the Penal sum of \*SEE BELOW  
Dollars (\$44,875.00), for the payment of which sum well and truly to be made, we bind  
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally,  
firmly by these presents. \*Forty Four Thousand Eight Hundred Sevetey Five and No/Hundred Dollars

WHEREAS, Contractor, on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, entered into a  
certain contract with the City, hereto attached, for BID# 06-03/04, entitled, "BASS MUSEUM  
SCHOOL OF ART (CARL FISHER CLUB HOUSE) HVAC RENOVATIONS" which  
Contract is made a part hereof by reference thereto.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that,  
if the Contractor shall well and truly perform and fulfill all the undertakings, covenants, terms,  
conditions and agreements of said Contract, and all duly authorized modifications of said  
Contract that may hereafter be made, notice of which modifications to the Surety being hereby  
waived, then this obligation shall be void; otherwise to remain in full force and effect.

WHENEVER the Principal shall be and is declared by the City to be in default under the  
Contract, or whenever the Contract has been terminated by default of the Contractor, the City  
having performed the City's obligations thereunder, the Surety shall:

1. Complete the Contract in accordance with its terms and conditions, or at the City's  
sole option.
2. Obtain a Bid or Bids for submission to the City for completing the Contract in  
accordance with its terms and conditions; and upon determination by the City and  
the Surety of the lowest responsible Bidder, arrange for a Contract between such  
Bidder and the City, and make available as Work progresses (even though there  
should be a default or a succession of defaults under the Contract or Contracts of  
completion arranged under this paragraph) sufficient funds to pay the cost of  
completion less the balance of the Contract price; but not exceeding, including  
other costs and damages for which the Surety may be liable hereunder, the  
amount set forth in the first paragraph hereof. The term "balance of the Contract  
price" as used in this paragraph, shall mean the total amount payable by the City  
to the Contractor under the Contract and any amendments thereto, less the amount  
properly paid by the City to the Contractor.

## PERFORMANCE BOND (contd.)

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the City named herein or the successors or assignees thereof.

The Surety shall and does hereby agree to indemnify the City and hold it harmless of, from and against any and all liability, loss, cost, damage or expense, including reasonable attorneys fees, engineering and architectural fees or other professional services which the City may incur or which may accrue or be imposed upon it by reason of any negligence, default, act and/or omission on the part of the Contractor, any Subcontractor and Contractor's or Subcontractors agents, servants and/or employees, in, about or on account of the Construction of the work and performance of said Contract by the Contractor.

This Bond shall remain in full force and effect for such period or periods of time after the date of acceptance of the project by the City as are provided for in the Contract Documents, and the Contractor hereby guarantees to repair or replace for the said periods all work performed and materials and equipment furnished, which were not performed or furnished according to the terms of the Contract Documents. If no specific periods of warranty are stated in the Contract Documents for any particular item of work, material or equipment, the Contractor hereby guarantees the same for a minimum period of one (1) year from the date of final acceptance by the City of the entire project.

Any suit on this bond must be instituted within such period or periods as may be provided by law.

IN WITNESS WHEREOF, the above bounded parties have caused this Bond to be executed by their appropriate officials of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

PERFORMANCE BOND (Contd.)

WITNESS:

PRINCIPAL:  
(If sole Proprietor or partnership)

Master Mechanical Services, Inc.  
(Firm Name)

BY \_\_\_\_\_

\_\_\_\_\_  
Title: (Sole Proprietor or Partner)

PRINCIPAL (If Corporation)

Master Mechanical Services, Inc.  
(Corporate Name)

BY \_\_\_\_\_

(President) Joann Pinna

Attest: \_\_\_\_\_

(Secretary) Tina M. Pinna

(CORPORATE SEAL)

COUNTERSIGNED BY  
RESIDENT FLORIDA  
AGENT OF SURETY:

[Signature]  
(Copy of Agent's current  
License as issued by State  
of Florida Insurance  
Commissioner)

SURETY:

Old Dominion Insurance Company

By: \_\_\_\_\_


Attorney-in-fact  
Robert H. Benson

(Power of Attorney must be attached)



# CERTIFICATES AS TO CORPORATE PRINCIPAL

I, Tina M. Pinna, certify that I am the Secretary of the Corporation named as Principal in the foregoing bond; that Joann Pinna who signed the said bond on behalf of the Principal, was then President of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

  
Secretary Corporate Seal

STATE OF FLORIDA )

ss

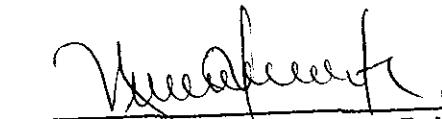
COUNTY OF ) Miami-Dade

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared Robert H. Benson to me well known, who being by me first duly sworn upon oath, says that he is the Attorney in Fact, for the Old Dominion Insurance Co. and that he has been authorized by Them to execute the foregoing bond on behalf of the Contractor named therein in favor of the City of Miami Beach, Florida.

Subscribed and sworn before me this 20th day of April, 2004

A.D.

(Attach Power of Attorney)

  
Notary Public  
State of Florida-at-Large

My commission Expires  Veronica A. Iriarte  
MY COMMISSION # DD250015 EXPIRES  
September 15, 2007  
BONDED THRU TROY FAIN INSURANCE, INC.

**LABOR AND MATERIAL PAYMENT BOND  
(SECTION 255.05, FLA. STAT.)**

Bond No. S708604

BY THIS BOND, We, Master Mechanical Services, Inc., as Principal, and Old Dominion Insurance Company as corporation, as Surety, are bound to the City of Miami Beach, Florida, as obligee, herein called City, in the sum of \$ 44,875.00 for the payment of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally.

**THE CONDITION OF THIS BOND** is that if Principal:

Promptly makes payments to all claimants, as defined in Section 255.05 (1), Fla. Stat., supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

Pays City all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the City sustains in enforcement of this bond.

Performs the guarantee of all labor and materials furnished under the contract for the time specified in the contract, then this bond is void, otherwise it remains in full force.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

The provisions of Section 255.05, Fla. Stat., are specifically adopted by reference and made a part hereof for the purposes specified therein.

The contract dated \_\_\_\_\_ between the City and Principal is made a part of this Bond by reference.

Claimants are advised that Section 255.05, Fla. Stat., contains notice and time limitation provisions which must be strictly complied with.

**LABOR AND MATERIAL PAYMENT BOND (contd.)**

IN WITNESS WHEREOF, the above bounded parties have caused this Bond to be executed by their appropriate officials of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**WITNESS:**

\_\_\_\_\_

**PRINCIPAL:**

(If sole Proprietor or partnership)

\_\_\_\_\_  
(Firm Name)

**BY** \_\_\_\_\_

\_\_\_\_\_  
Title: (Sole Proprietor or Partner)

**PRINCIPAL (If Corporation)**

Master Mechanical Services, Inc.  
(Corporate Name)

**BY** \_\_\_\_\_

(President) Joann Pinna

**Attest:** \_\_\_\_\_

(Secretary) Tina M. Pinna

**(CORPORATE SEAL)**

**COUNTERSIGNED BY  
RESIDENT FLORIDA  
AGENT OF SURETY:**

\_\_\_\_\_  
(Copy of Agent's current  
License as issued by State  
of Florida Insurance  
Commissioner

**SURETY:**

Old Dominion Insurance Company

**By:** \_\_\_\_\_

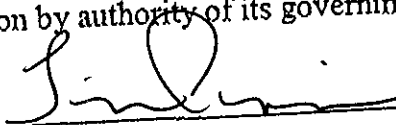
Attorney-in-fact

Robert H. Benson

(Power of Attorney must be attached)

**CERTIFICATES AS TO CORPORATE PRINCIPAL**

I, Tina M. Pinna, certify that I am the Secretary of the Corporation named as Principal in the foregoing bond; that Joann Pinna who signed the said bond on behalf of the Principal, was then President of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

  
Secretary Corporate Seal

**STATE OF FLORIDA )**

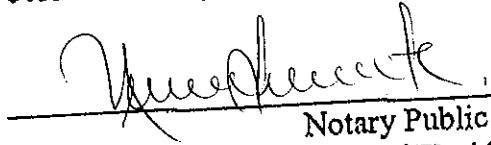
ss

**COUNTY OF ) Miami-Dade**

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared Robert H. Benson to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-in-Fact, for the Old Dominion Insurance Co. and that he has been authorized by Them to execute the foregoing bond on behalf of the Contractor named therein in favor of the City of Miami Beach, Florida.

Subscribed and sworn before me this 20th day of April, 2004 A.D.

(Attach Power of Attorney)

  
Notary Public  
State of Florida-at-Large



Veronica A. Iriarte  
MY COMMISSION # DD250015 EXPIRES  
September 15, 2007  
BONDED THRU TROY FAIN INSURANCE, INC.

My Commission Expires: \_\_\_\_\_



**KNOW ALL MEN BY THESE PRESENTS:** That the Old Dominion Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article XII of the By-Laws of said Company, to wit:

"Article XII. The chief executive officer or president or a vice-president may execute fidelity and surety bonds and other bonds, contracts of indemnity, recognizances, stipulation, undertakings, receipt, releases, deed releases of mortgages, contracts, agreements, policies, notices of appearance, waivers of citation and consents to modifications of contracts as may be required in the ordinary course of business or by vote of the directors, and such execution may be attested where necessary or desirable and the seal of the company where necessary or desirable may be affixed to the specific instrument by a secretary or an assistant secretary.

The chief executive officer or president may with the concurrence of the secretary appoint and authorize an attorney-in-fact or any other person to execute on behalf of the company any of said instruments and undertakings and to affix the seal of the company thereto where necessary or desirable." "RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney by facsimile, and any such Power of Attorney bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed with respect to any bond, or other contract of indemnity or writing obligatory in the nature thereof,

Pursuant to said by-law: **Robert H Benson** \_\_\_\_\_

is hereby appointed and authorized as a true and lawful attorney-in-fact to make, execute, seal and deliver for and on behalf as its act and deed bonds, undertakings, recognizances, contracts of indemnity or other writings obligatory in the nature of a bond subject to the following limitation:

**No one bond to exceed Five Million Dollars (\$5,000,000.00)**

and to bond Old Dominion Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of Old Dominion Insurance Company and all the acts of said attorney-in-fact are hereby satisfied and confirmed.

**IN WITNESS WHEREOF**, Old Dominion Insurance Company has caused these presents to be signed by its authorized representative and its corporate seal to be hereto affixed this 2<sup>nd</sup> day of October, 2003. **THIS APPOINTMENT SHALL CEASE AND TERMINATE AUTOMATICALLY AS OF DECEMBER 31ST, 2008**, unless sooner revoked as provided.

Old Dominion Insurance Company

By: \_\_\_\_\_

Lyn E. Landry, Authorized Representative

State of New Hampshire, County of Cheshire

On this 2<sup>nd</sup> day of October, 2003, before the subscriber a Notary Public of the State of New Hampshire in and for the County of Cheshire, duly commissioned and qualified, came Lyn E. Landry of the Old Dominion Insurance Company, to me personally known to be the representative described herein, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me fully sworn, depose and said that he is a representative of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and his signature as representative were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article XII of the By-Laws of said Company is now in force.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed by official seal at Keene, New Hampshire this 2<sup>nd</sup> day of October 2003.

*Susan M. Fortini*  
Notary Public

My Commission Expires: 3-19-2008

I, William C. McKenna, Corporate Secretary of Old Dominion Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in force and effect.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of said Company this 20<sup>th</sup> day of April, 2004.

*William C. McKenna*  
Corporate Secretary

**WARNING** - Any unauthorized reproduction or alteration of this document is prohibited. This power is void unless seals are readable And the certification seal at the bottom is **embossed**. The diagonal imprint, warning and confirmation must be in red ink.

**CONFIRMATION** Of validity of attached bond, call ODIC at: Jacksonville (904) 739-0873.

## DATE (MM/DD/YYYY)

05/04/04

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

### INSURERS AFFORDING COVERAGE

NAIC #

INSURER A	FCCI Mutual Insurance Co
INSURER B	Continental Casualty Company
INSURER C	
INSURER D	
INSURER E	

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

City of Miami Beach is named as additional Insureds with respects to General Liability.

**CERTIFICATE HOLDER**

MIAMI ~ 9

City of Miami Beach  
Procurement Division  
1700 Convention Center Drive  
Miami Beach FL 33140

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

**AUTHORIZED REPRESENTATIVE**

~~RD 25 (2001/08)~~

© ACORD CORPORATION 1

# CERTIFICATE OF INSURANCE

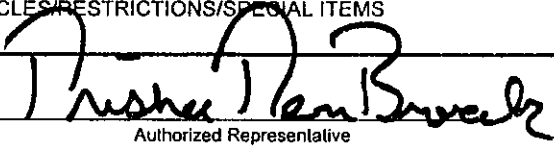
**X ALLSTATE INSURANCE COMPANY** ☐ **ALLSTATE INDEMNITY COMPANY** ☐ **ALLSTATE TEXAS LLOYD'S**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.  
THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CERTIFICATE HOLDER	NAMED INSURED
Name and Address of Party to Whom this Certificate is Issued CITY OF MIAMI BEACH CONSTRUCTION PERMITS & ENG 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FL 33139	Name and Address of Insured MASTER MECHANICAL SERVICES, INC. 6187 NW 167 <sup>TH</sup> ST, H-25 MIAMI, FL 33015

This is to certify that policies of insurance listed below have been issued to the insured named above subject to the expiration date indicated below, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies.

## TYPE OF INSURANCE AND LIMITS

COMMERCIAL GENERAL LIABILITY	Policy Number	Effective Date	Expiration Date
Limit		Amount	
GENERAL AGGREGATE LIMIT (Other than Products - Completed Operations)		\$	
PRODUCTS - COMPLETED OPERATIONS AGGREGATE LIMIT		\$	
PERSONAL AND ADVERTISING INJURY LIMIT		\$	
EACH OCCURRENCE LIMIT		\$	
PHYSICAL DAMAGE LIMIT		\$ ANY ONE LOSS	
MEDICAL EXPENSE LIMIT		\$ ANY ONE PERSON	
WORKERS' COMPENSATION & EMPLOYERS' LIABILITY	Policy Number	Effective Date	Expiration Date
Coverage	Limits		
WORKERS' COMPENSATION	STATUTORY - applies only in the following states:		
EMPLOYERS' LIABILITY	BODILY INJURY BY ACCIDENT	\$	EACH ACCIDENT
	BODILY INJURY BY DISEASE	\$	EACH EMPLOYEE
	BODILY INJURY BY DISEASE	\$	POLICY LIMIT
AUTOMOBILE LIABILITY	Policy Number	Effective Date	Expiration Date
	38319529274	07/23/03	07/23/04
Coverage Basis		Limits	
ANY AUTO OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS		Combined Single Limit of Liability	
BODILY INJURY & PROPERTY DAMAGE		\$ 500,000	EACH ACCIDENT
X <input type="checkbox"/> SPECIFIED AUTOS X <input type="checkbox"/> NON-OWNED AUTOS		Split Liability Limits	
Bodily Injury		Property Damage	Each
\$		\$	PERSON
\$		\$	ACCIDENT
<input type="checkbox"/> OWNED PRIVATE PASSENGER AUTOS <input type="checkbox"/> OWNED AUTOS OTHER THAN PRIVATE PASSENGER			
UMBRELLA LIABILITY	Policy Number	Effective Date	Expiration Date
EACH OCCURRENCE	GENERAL AGGREGATE	PRODUCTS - COMPLETED OPERATIONS AGGREGATE	
\$	\$	\$	
OTHER (Show type of Policy)	Policy Number	Effective Date	Expiration Date
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS			
CANCELLATION Number of days notice 30			
 Authorized Representative			07/23/03 Date
Should any of the above described policies be cancelled before the expiration date, the issuing company will endeavor to mail within the number of days entered above, written notice to the certificate holder named above. But failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.			

**Fernandez Rubio, Marta**

---

**From:** Moreno, Ralph  
**Sent:** Friday, April 30, 2004 1:14 PM  
**To:** Fernandez Rubio, Marta  
**Subject:** Bass Museum HVAC replacement

Marta,

I reviewed the proposed changes offered by Master Mechanical Services, Inc., and I approve. The new units have a higher efficiency rating, and are built with a composite base that is going to eliminate the rust problem on the chassis of the units. Also, the more compact size is going to facilitate installation.

Please advise if I can be of further assistance.

Thanks





*Master  
Mechanical  
Services, Inc.*

**JoAnn Pinna, President**  
**Bill Pinna, Vice President**  
CMC 056729 Sean Pinna, Qualifier

April 26, 2004

Gus Lopez, CPPo, Procurement Director  
City of Miami Beach Procurement Division  
1700 Convention Center Drive  
Miami Beach, FL 33139

RE: Bass Museum School of Art HVAC Renovation, Bid # 06-03/04

Dear Mr. Lopez,

After reviewing with Carrier (the manufacturer we have specified for this project), we need to request a model number change due to the layout of the equipment.

Our bid sheet specified 50TFF model and it needs to be replaced with a 50GX. Please review the attached specifications on the equipment. There is actually an upgrade in the efficiency rating; 50TFF is 9.7 SEER and the 50GX is 12.0 SEER. The standard manufacturer warranty is also upgraded; 50TFF is 1 year parts, 5 year compressor and the 50GX is 5 year parts, 10 year compressor.

If you have any questions, please contact me at 305/825-3004.

Thank you,

Sincerely,

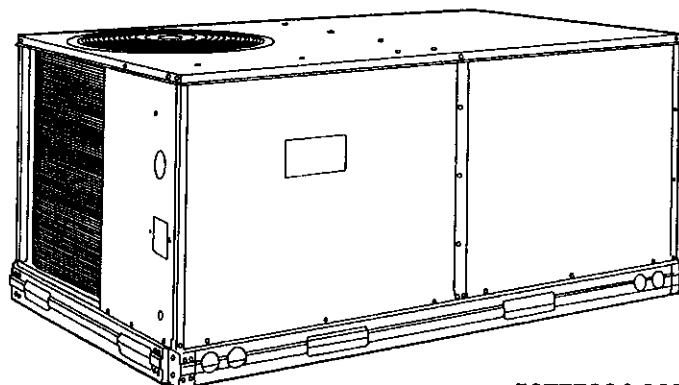
Sean Pinna



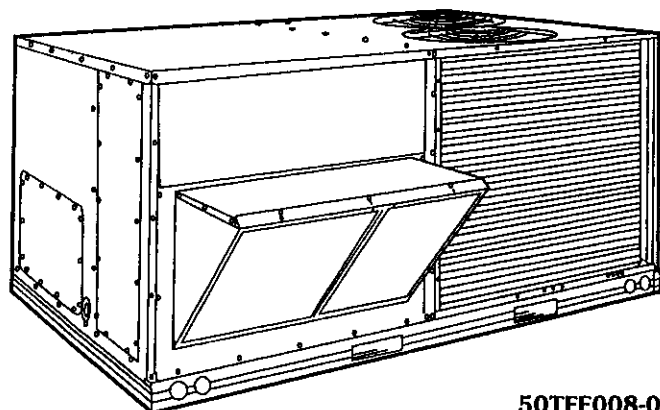
## Product Data

## 50TFF004-014 Single-Package Rooftop Units Electric Cooling with Electric Heat Option

3 to 12.5 Nominal Tons



50TFF004-007



50TFF008-014

Standard-Efficiency Rooftop Units with:

- Pre-painted galvanized steel cabinet for long life and quality appearance
- Commercial strength base rails with built-in rigging capability
- Convertible design for vertical or horizontal supply/return
- Non-corrosive, sloped condensate drain pan, meets ASHRAE 62-89 (IAQ)
- Two-inch return-air filters
- A wide assortment of factory-installed options available, including high-static drives that provide additional performance range

## Features/Benefits

**Every compact one-piece unit arrives fully assembled, charged, tested, and ready to run.**

### **Durable, dependable construction**

Designed for durability in any climate, the weather-resistant cabinets are constructed of galvanized steel, bonderized, and all exterior panels are coated with a prepainted baked enamel finish. The paint finish is non-chalking, and is capable of withstanding ASTM (American Society for Testing and Materials) B117 500-hour Salt Spray Test. All internal cabinet panels are primed, permitting longer life and a more attractive appearance for the entire unit. In addition, ALL 50TFF units are designed with a single, continuous top piece to eliminate any possible leaks. Totally enclosed condenser-fan motors and permanently lubricated bearings provide additional unit dependability.

# ARI\* capacity ratings



UNIT 50TFF	NOMINAL TONS	STANDARD CFM	NET COOLING CAPACITY (Btuh)	TOTAL kW	SEER†		SOUND RATING (Bels)
					Belt Drive	Direct Drive	
004	3	1200	35,000	4.0	10.0	9.7	8.1
005	4	1600	47,000	5.5	10.0	9.7	8.1
006	5	2000	57,000	6.7	10.0	9.7	8.1

UNIT 50TFF	NOMINAL TONS	STANDARD CFM	NET COOLING CAPACITY (Btuh)	TOTAL kW	EER	SOUND RATING (Bels)	IPLV
007	6	2100	72,000	8.0	9.0	8.1	**
008	7 1/2	2800	85,000	9.6	8.9	8.7	9.35
009	8 1/2	3000	99,000	11.0	9.0	8.7	9.00
012	10	4000	117,000	13.0	9.0	8.8	9.35
014	12 1/2	4500	145,000	15.8	9.0	8.7	9.20

## LEGEND

**Bels** — Sound Levels (1 bel = 10 decibels)  
**db** — dry bulb  
**EER** — Energy Efficiency Ratio  
**IPLV** — Integrated Part-Load Values  
**SEER** — Seasonal Energy Efficiency Ratio  
**wb** — wet bulb

\*Air Conditioning and Refrigeration Institute.

†Applies only to units with capacity of 65,000 Btuh or less.

\*\*The IPLV applies only to 2-stage cooling units.

## NOTES:

1. Rated in accordance with ARI Standards 210/240-94 (004-012) or 340/360-93 (014) and 270-95.
2. Ratings are net values, reflecting the effects of circulating fan heat.
3. Ratings are based on:



**Cooling Standard:** 80 F db, 67 F wb indoor entering-air temperature and 95 F db air entering outdoor unit.  
**IPLV Standard:** 80 F db, 67 F wb indoor entering-air temperature and 80 F db outdoor entering-air temperature.

# Physical data — 50TFF004-007



UNIT SIZE 50TFF		004	005	006	007
<b>NOMINAL CAPACITY (tons)</b>		3	4	5	6
<b>OPERATING WEIGHT (lb)</b>					
Unit					
A/AI*		365	375	395	470
A/Cu*		370	381	402	479
Cu/Cu*		373	387	410	490
Durablade Economizer		34	34	34	34
EconoMiser		47	47	47	47
Roof Curb†		115	115	115	115
<b>COMPRESSOR</b>			Reciprocating		Scroll
Quantity		1	1	1	1
No. Cylinders (per circuit)		2	2	2	2
Oil (oz)		50	50	50	54
<b>REFRIGERANT TYPE</b>			R-22		
Operating Charge (lb-oz)					
Circuit 1		4-4	6-6	6-14	9-0
Circuit 2		—	—	—	—
<b>CONDENSER COIL</b>			Enhanced Copper Tubes, Aluminum Lanced Fins		
Rows...Fins/in.		1...17	2...17	2...17	2...17
Total Face Area (sq ft)		8.36	8.36	10.42	10.42
<b>CONDENSER FAN</b>			Propeller Type		
Nominal Cfm		3500	4000	4000	4000
Quantity...Diameter (in.)		1...22.0	1...22.0	1...22.0	1...22.0
Motor Hp...Rpm		1/4...1100	1/4...1100	1/4...1100	1/4...1100
Watts Input (Total)		325	325	325	325
<b>EVAPORATOR COIL</b>			Enhanced Copper Tubes, Aluminum Double-Wavy Fins		
Expansion Device			Acutrol™ Metering Device		
Rows...Fins/in.		2...15	2...15	3...15	4...15
Total Face Area (sq ft)		4.17	5.5	5.5	5.5
<b>EVAPORATOR FAN</b>			Centrifugal Type		
Quantity...Size (in.)					
Type Drive	Std	1...10 x 10	1...10 x 10	1...11 x 10	1...10 x 10
	Alt	1...10 x 10	1...10 x 10	1...10 x 10	—
	High-Static	1...10 x 10	1...10 x 10	1...10 x 10	1...10 x 10
Nominal Cfm	Std	Direct	Direct	Direct	Belt
	Alt	Belt	Belt	Belt	Belt
	High-Static	Belt	Belt	Belt	Belt
Maximum Continuous Bhp	Std	1200	1800	2000	2400
	Alt	.34	.75	1.20	2.40
	High-Static	1.00	1.00	1.30/2.40**	2.90
Motor Frame Size	Std	2.40	2.40	2.90	56
	Alt	48	48	48	56
	High-Static	48	48	56	56
Nominal Rpm High/Low	Std	56	56	56	56
	Alt	860/800	1075/970	1075/970	—
	High-Static	1620	1620	1725	1725
Fan Rpm Range	Std	1725	1725	1725	1725
	Alt	—	—	—	1070-1480
	High-Static	760-1000	835-1185	900-1300	—
Motor Bearing Type	Std	1075-1455	1075-1455	1300-1685	1300-1685
	Alt	Ball	Ball	Ball	Ball
	High-Static	2100	2100	2100	2100
Maximum Allowable Rpm	Std	—	—	—	2.8/3.8
	Alt	1.9/2.9	1.9/2.9	2.4/3.4	—
	High-Static	2.8/3.8	2.8/3.8	3.4/4.4	3.4/4.4
Nominal Motor Shaft Diameter (in.)	Std	1/2	1/2	1/2	5/8
	Alt	1/2	1/2	5/8	5/8
	High-Static	5/8	5/8	5/8	5/8
Fan Pulley Pitch Diameter (in.)	Std	—	—	—	4.5
	Alt	4.5	4.0	4.5	4.5
	High-Static	4.5	4.5	4.5	4.5
Belt, Quantity...Type...Length (in.)	Std	—	—	—	1...A...40
	Alt	1...A...34	1...A...34	1...A...39	—
	High-Static	1...A...39	1...A...39	1...A...40	1...A...40
Pulley Center Line Distance (in.)	Std	—	—	—	14.7-15.5
	Alt	10.0-12.4	10.0-12.4	14.7-15.5	—
	High-Static	10.0-12.4	10.0-12.4	14.7-15.5	14.7-15.5
Speed Change per Full Turn of Movable Pulley Flange (rpm)	Std	—	—	—	80
	Alt	48	70	80	—
	High-Static	65	65	60	60
Movable Pulley Maximum Full Turns From Closed Position	Std	—	—	—	5
	Alt	5	5	5	—
	High-Static	6	6	5	5
Factory Setting	Std	—	—	—	3
	Alt	3	3	3	—
	High-Static	3 1/2	3 1/2	3 1/2	3 1/2
Factory Speed Setting (rpm)	Std	—	—	—	1225
	Alt	858	975	1080	—
	High-Static	1233	1233	1396	1396
Fan Shaft Diameter at Pulley (in.)		5/8	5/8	5/8	5/8
<b>HIGH-PRESSURE SWITCH (psig)</b>			450 ± 50		500 ± 50
Standard Compressor Internal Relief (Differential)			428		428
Cutout			320		320
Reset (Auto.)					
<b>LOW-PRESSURE SWITCH (psig)</b>			7 ± 3		
Cutout			22 ± 7		
Reset (Auto.)					
<b>FREEZE-PROTECTION THERMOSTAT (F)</b>			30 ± 5		
Opens			45 ± 5		
Closes					
<b>OUTDOOR-AIR INLET SCREENS</b>			Cleanable		
Quantity...Size (in.)			1...20 x 24 x 1		
<b>RETURN-AIR FILTERS</b>			Throwaway		
Quantity...Size (in.)			2...16 x 25 x 2		

## LEGEND

AI — Aluminum  
Bhp — Brake Horsepower  
Cu — Copper

†Weight of 14-in. roof curb.

\*\*Single phase/three phase.

NOTE: The 50TFF004-014 units have a loss-of-charge switch located in the liquid line.

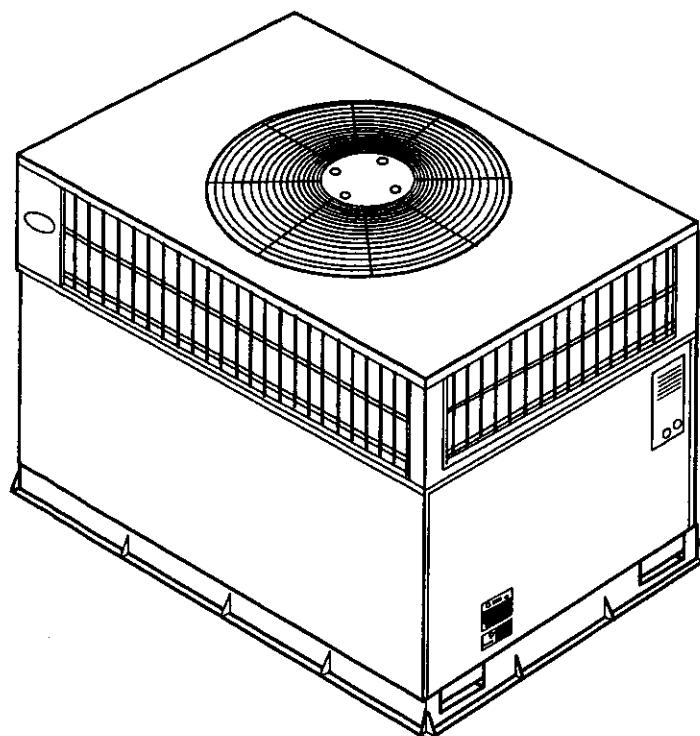
\*Evaporator coil fin material/condenser coil fin material. Contact your local representative for details about coated fins.



## Product Data

## 50GX Single-Packaged Electric Cooling Units

2 to 5 Nominal Tons



UNIT 50GX



Single packaged Cooling Unit for  
Residential and Light Commercial use.

### Features/Benefits

One-piece cooling unit with optional electric heater, low installation cost, dependable performance and easy maintenance.

#### Efficient operation

**High-efficiency design** with SEERs (Seasonal Energy Efficiency Ratios) of 12.0.

#### Easy Installation

**Factory-assembled package** is a compact, fully self-contained, electric cooling unit that is pre-wired, pre-piped, and pre-charged for minimum installation expense. 50GX units are available in a variety of standard cooling sizes with voltage options to meet residential and light commercial requirements. Units install easily on a rooftop or at ground-level. The high-tech composite unit base eliminates rust problems associated with ground level applications.

#### Durable, dependable components

**Compressors** are designed for high efficiency. Each compressor is hermetically sealed against contamination to help promote longer life and dependable operation. Vibration isolation provides quiet operation. Compressors have internal high-pressure and overcurrent protection.

#### Convertible duct configuration

Unit is designed for easy use in either downflow or horizontal applications. Each unit is easily converted from horizontal to downflow with use of included duct covers.

#### Durable, dependable components.

**Direct-drive multi-speed, PSC (permanent split capacitor) blower motor** is standard on all 50GX models.

**Direct-drive, PSC condenser-fan motors** are designed to help reduce energy consumption and provide for cooling operation down to 40°F outdoor temperature. Motormaster® II low ambient kit is available as a field-installed accessory.

**Corporate thermostats** include the Time Guard® II anti-short cycle protection circuitry. If a non-Carrier thermostat is used the Time Guard II field installed anti-short cycle kit is recommended.

**Refrigerant system** is designed to provide dependability. Liquid refrigerant strainers are used to promote clean, unrestricted operation. Each unit leaves the factory with a full refrigerant charge. Refrigerant service connections make checking operating pressures easier.

**Evaporator and condenser coils** are computer-designed for optimum heat transfer and cooling efficiency. The evaporator coil is fabricated from

copper tube and aluminum fins and is located inside the unit for protection against damage. The condenser coil is internally mounted on the top tier of the unit. A FIOP (Factory-Installed Option) metal louvered grille is available on all models. Copper fin coils and pre-coated fin coils are available from the factory by special order. These coils are recommended in applications where aluminum fins are likely to be damaged due to corrosion. They are ideal for seacoast applications.

**Low sound ratings** ensure a quiet indoor and outdoor environment with sound ratings as low as 72 dB. (See page 3.)

**Easy to service cabinets** provide easy single-panel accessibility to serviceable components during maintenance and installation. The unit base with integrated drain provides easy ground level installation with or without a mounting pad. Convenient handholds are provided to manipulate the unit on the jobsite. A nesting feature ensures a positive unit base to roof curb seal when

the unit is roof mounted. A convenient 3/4-in. wide perimeter flange makes frame mounting on a rooftop easy.

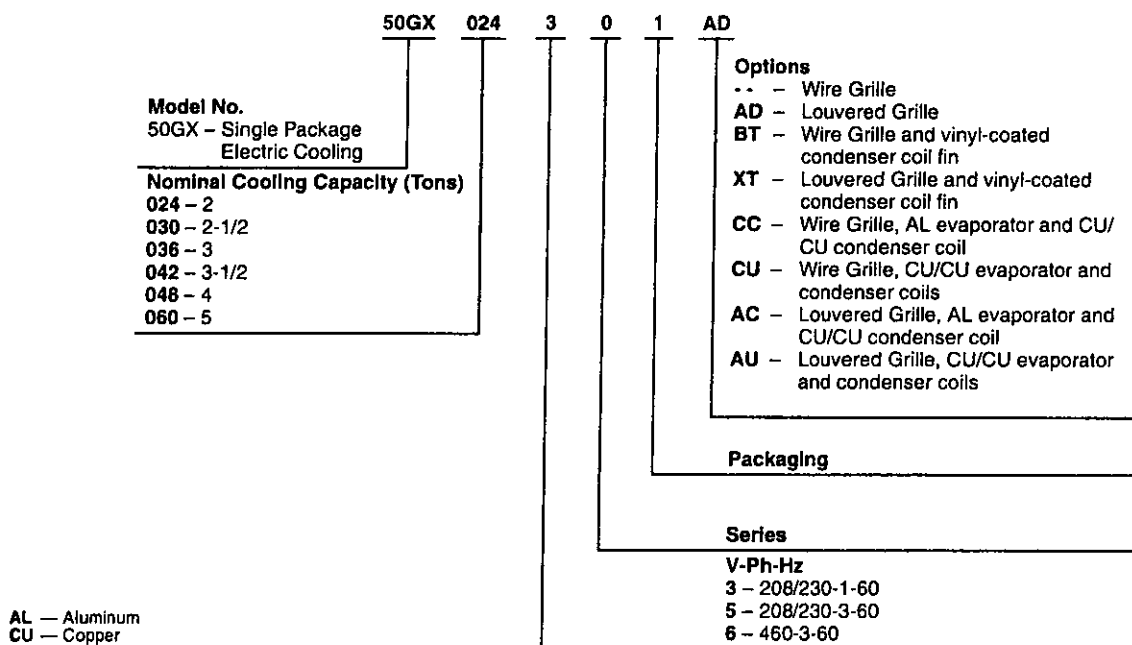
**Downflow operation** is easily provided in the field to allow vertical ductwork connections. The unit base utilizes knockout style seals on the bottom openings to ensure a positive seal in the horizontal airflow mode.

**Cabinets** are constructed of heavy-duty, phosphated, zinc-coated prepainted steel capable of withstanding 500 hours of salt spray. Interior surfaces of the evaporator and electric heater compartments are insulated with cleanable semi-rigid insulation board, which keeps the conditioned air from being affected by the outdoor ambient temperature and provides improved indoor air quality. (Conforms to American Society of Heating, Refrigeration and Air Conditioning Engineers No. 62P.) The sloped drain minimizes standing water in the drain, which is provided with an external drain.

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# Model number nomenclature



## ARI\* capacities

### COOLING CAPACITIES AND EFFICIENCIES

UNIT 50GX	NOMINAL TONS	STANDARD CFM	NET COOLING CAPACITIES (Btuh)	SEER†	SOUND RATINGS‡ (dB)
024	2	800	24,000	12.0	72
030	2-1/2	1000	30,000	12.0	72
036	3	1200	35,000	12.0	74
042	3-1/2	1400	42,000	12.0	74
048	4	1450	48,000	12.0	80
060	5	1750	58,000	12.0	78

#### LEGEND

- dB** — Sound Levels (decibels)  
**db** — Dry Bulb  
**SEER** — Seasonal Energy Efficiency Ratio  
**wb** — Wet Bulb  
 \* Air Conditioning & Refrigeration Institute.  
 † Rated in accordance with U.S. Government DOE Department of Energy) test procedures and/or ARI Standard 210/240-94.  
 ‡ Tested in accordance with ARI Standard 270-95 (not listed in ARI).

#### NOTES:

- Ratings are net values, reflecting the effects of circulating fan heat. Ratings are based on:  
**Cooling Standard:** 80°F db, 67°F wb indoor entering-air temperature and 95°F db outdoor entering-air temperature.
- Before purchasing this appliance, read important energy cost and efficiency information available from your retailer.

# Physical data

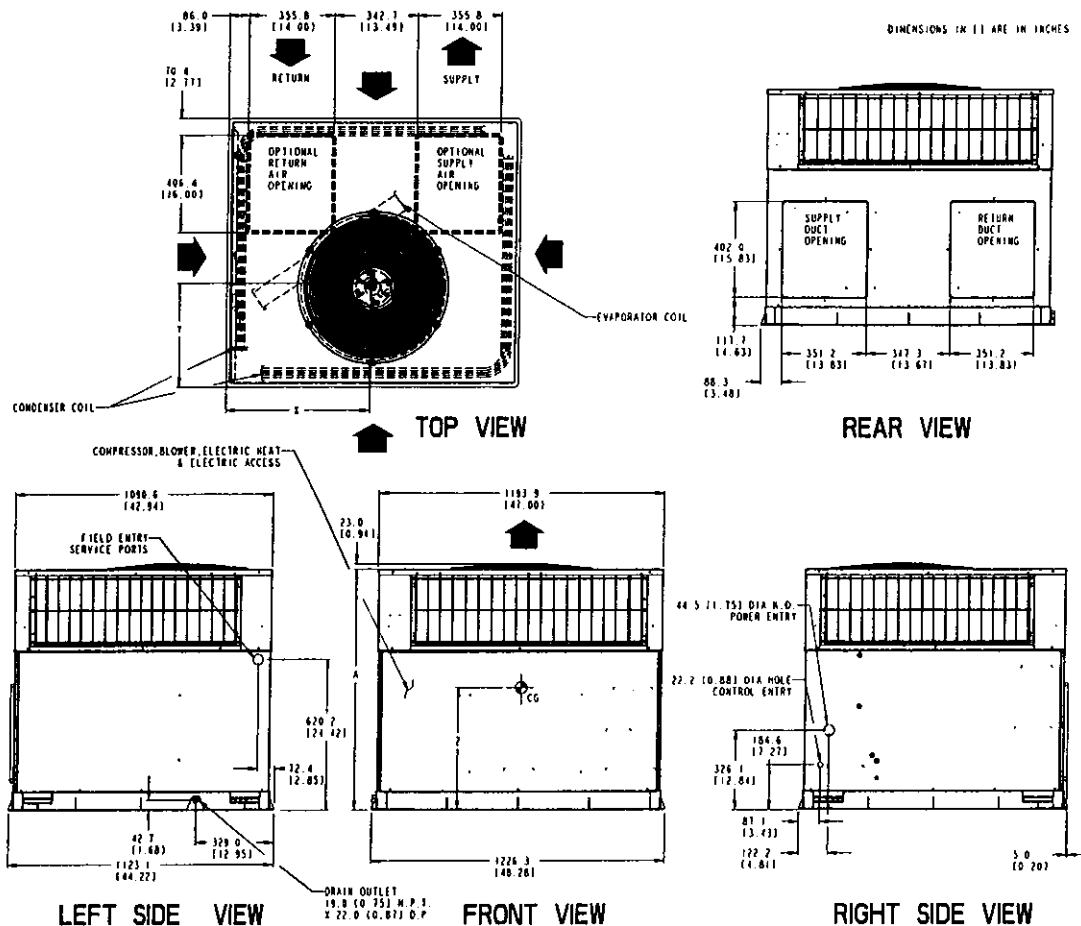
UNIT SIZE 50GX	024	030	036	042	048	060
NOMINAL CAPACITY (ton)	2	2-1/2	3	3-1/2	4	5
OPERATING WEIGHT (lb)	270	291	299	321	326	399
COMPRESSOR	Scroll					
REFRIGERANT (R-22) Quantity (lb)	3.7	4.4	5.2	6.4	8.3	8.1
REFRIGERANT METERING DEVICE Orifice ID (in.)	.034	.030	.032	.034	.034	.032
CONDENSER COIL Rows—Fins/in. Face Area (sq ft)	1—17 10.8	1—17 12.7	2—17 9.1	2—17 12.3	2—17 12.3	2—17 16.4
CONDENSER FAN Nominal Cfm Diameter (in.) Motor Hp (Rpm)	2350 22 1/8 (825)	2350 22 1/8 (825)	2350 22 1/8 (825)	3300 22 1/4 (1100)	3300 22 1/4 (1100)	3300 22 1/4 (1100)
EVAPORATOR COIL Rows—Fins/in. Face Area (sq ft)	3—15 3.1	3—15 3.1	3—15 3.7	3—15 4.7	4—15 4.7	4—15 4.7
EVAPORATOR BLOWER Nominal Airflow (Cfm) Size (in.) Motor Hp (RPM)	800 10 x 10 1/4 (1075)	1000 10 x 10 1/4 (1075)	1200 11 x 10 1/2 (1075)	1400 11 x 10 3/4 (1075)	1600 11 x 10 3/4 (1075)	1750 11 x 10 1.0 (1040)
RETURN-AIR FILTERS (in.)* Throwaway	20 x 20	20 x 20	20 x 24	24 x 30	24 x 30	24 x 30

\* Required filter sizes shown are based on the larger of the ARI (Air Conditioning & Refrigeration Institute) rated cooling airflow or the heating airflow velocity of 300 ft/min for throwaway type or 450 ft/min for high-capacity type. Air filter pressure drop for non-standard filters must not exceed 0.08 in. wg.





# Base unit dimensions—50GX042-060



## REQUIRED CLEARANCE TO COMBUSTIBLE MATL.

	MILLIMETERS (IN.)
TOP OF UNIT.....	355.6 (14.00)
DUCT SIDE OF UNIT.....	50.8 (2.00)
SIDE OPPOSITE DUCTS.....	355.6 (14.00)
BOTTOM OF UNIT.....	12.7 (0.50)
ELECTRIC HEAT PANEL.....	914.4 (36.00)

## NEC. REQUIRED CLEARANCES.

	MILLIMETERS (IN.)
BETWEEN UNITS, POWER ENTRY SIDE.....	1066.8 (42.00)
UNIT AND UNGROUNDED SURFACES, POWER ENTRY SIDE.....	914.0 (36.00)
UNIT AND BLOCK OR CONCRETE WALLS AND OTHER GROUNDED SURFACES, POWER ENTRY SIDE.....	1066.8 (42.00)

## REQUIRED CLEARANCE FOR OPERATION AND SERVICING

	MILLIMETERS (IN.)
EVAP. COIL ACCESS SIDE.....	914.0 (36.00)
POWER ENTRY SIDE.....	1066.8 (42.00)
(EXCEPT FOR NEC REQUIREMENTS)	
UNIT TOP.....	1219.2 (48.00)
SIDE OPPOSITE DUCTS.....	914.0 (36.00)
DUCT PANEL.....	304.8 (12.00)

\*MINIMUM DISTANCES: IF UNIT IS PLACED LESS THAN 304.8 (12.00) FROM WALL SYSTEM, THEN SYSTEM PERFORMANCE MAYBE COMPROMISE.

UNIT	ELECTRICAL CHARACTERISTICS	UNIT WEIGHT		UNIT HEIGHT In. [mm] "A"	CENTER OF GRAVITY In. [mm]		
		lb	kg		X	Y	Z
50GX042	208/230-1-60, 208/230-3-60, 460-3-60	321	145.6	38.98 [990.2]	20.5 [520.7]	16.8 [425.5]	16.6 [421.6]
50GX048	208-230-1-60, 208/230-3/60, 460-3-60	326	147.8	38.98 [990.2]	19.5 [495.3]	17.6 [447.6]	18.0 [457.2]
50GX060	208/230-1-60, 208/230-3-60, 460-3-60	399	181.0	42.98 [1091.7]	20.5 [520.1]	16.3 [412.8]	17.6 [447.0]

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.miamibeachfl.gov



## COMMISSION MEMORANDUM

**To:** Mayor David Dermer and  
Members of the City Commission

**Date:** April 14, 2004

**From:** Jorge M. Gonzalez  
City Manager

**Subject:** **REQUEST FOR APPROVAL TO AWARD A CONTRACT TO MASTER MECHANICAL SERVICE, INC. PURSUANT TO INVITATION TO BID NO. 6-03/04, FOR THE CARL FISHER CLUB HOUSE HVAC RENOVATIONS IN THE AMOUNT OF \$44,875.**

### **ADMINISTRATION RECOMMENDATION:**

Approve the Award.

### **BID AMOUNT AND FUNDING:**

\$44,875 Funds are available from Property Management Account 520.1720.000674

### **ANALYSIS:**

Invitation to Bid No. 06-03/04 (the "Bid") was issued on February 4, 2004, with an opening date of March 11, 2004. BidNet issued bid notices to 22 prospective bidders. Additionally, the Procurement Division sent the bid announcement to the Blue Book online bidding system "B-Bid", and four other construction related websites, thus inviting at least another 78 prospective bidders. The notices resulted in the receipt of five (5) bids.

The work specified in the Bid consists of furnishing all labor, machinery, tools, means of transportation, supplies, equipment, materials, and services necessary for the HVAC (Heating, Ventilating, Air Conditioning) renovations at the Carl Fisher Club House. The Bid was issued with an Add Alternate for the additional cost of replacing all existing electrical disconnects with stainless steel electrical disconnects.

Contractor shall remove five (5) existing air conditioning units located on the roof. All existing support steel shall be replaced. Contractor shall furnish and install five (5) new air conditioning units, support steel, duct work, controls, electrical, plumbing, crane, duct smoke detectors, engineering drawings and be licensed to pull all permits necessary to successfully complete the work.

The lowest and best bid was received from Master Mechanical Service, Inc. This contractor has been in business for 20 years as a specialty mechanical contractor (AC). The Procurement Division obtained favorable references from the following agencies:

- Hialeah Housing Authority
- Keystone Property Management, Inc.
- Estefan Enterprises
- Pacific Time Restaurant
- Groden Stamp Construction Inc.
- Chiquita Fresh N.A.

The Contractor will procure Performance and Payment Bonds, each in the amount of 100% of the contract price. This project shall be substantially completed with **fifteen (15)** calendar days from the issuance of the second Notice to Proceed and completed and ready for final payment within **seven (7)** calendar days from the date certified by the Project Manager as date of Substantial Completion.

The City Commission rejected the sole bid received in the amount of \$72,487 as a result of a previous bid process at its December 11, 2002 meeting because it exceeded the allocated budget (\$35,000). Re-issuance of this bid resulted in \$27,612 savings to the City.

### **RECOMMENDATION**

Based on the analysis of the bids received, it is recommended that the City award the contract for the base bid only to the lowest and best bidder, **MASTER MECHANICAL SERVICE, INC.**

### **BID TABULATION**

<b>VENDOR NAME</b>	<b>BASE BID</b>	<b>ADD ALTERNATE</b>
<b>Master Mechanical Service Inc.</b>	<b>\$ 44,875</b>	<b>\$ 2,480</b>
<b>Thermal Concepts, Inc.</b>	<b>\$ 48,300</b>	<b>\$ 3,000</b>
<b>Hill York Service</b>	<b>\$ 53,050</b>	<b>\$ 2,500</b>
<b>Thermo Air, Inc.</b>	<b>\$ 74,330</b>	<b>\$ 2,890</b>
<b>City Air, Inc.</b>	<b>\$ 84,100</b>	<b>\$ 10,000</b>

# CITY OF MIAMI BEACH

1700 CONVENTION CENTER DRIVE, MIAMI BEACH, FLORIDA 33139  
<http://miamibeachfl.gov>



PROCUREMENT DIVISION

Telephone (305) 673-7490  
Facsimile (305) 673-7851

## INVITATION TO BID NO. 06-03/04

### ADDENDUM NO. 2

March 3, 2004

**BASS MUSEUM SCHOOL OF ART HVAC RENOVATIONS** is amended as follows:

- I. The following information relative to issues raised or discussed at the second site visit is hereby incorporated and made part of Bid No. 06-03/04:**
  - A. Metal Duct Work shall be internally lined.**
  - B. Work anticipated to be done on the roof.** In anticipation of a new roof installation, Contractor is requested to raise supports 24" from existing roof. Existing supports may be used, increasing their height, provided they are in good condition and any/all applicable code requirements are adhered to by the Contractor.
  - C. Crane access.** Concrete path to access building does not bear a historical designation.
  - D. Both 4-ton units (AC# 2 and AC# 3) supply the common room.**

Bidders are reminded to please acknowledge receipt of this addendum in page 23 of the Bid Documents or the bid may be considered non-responsive.

CITY OF MIAMI BEACH

Gus Lopez, CPPO  
Procurement Director  
mf

# CITY OF MIAMI BEACH

1700 CONVENTION CENTER DRIVE, MIAMI BEACH, FLORIDA 33139  
<http://miamibeachfl.gov>



PROCUREMENT DIVISION

Telephone (305) 673-7490  
Facsimile (305) 673-7851

## INVITATION TO BID NO. 06-03/04

### ADDENDUM NO. 1

February 24, 2004

**BASS MUSEUM SCHOOL OF ART HVAC RENOVATIONS** is amended as follows:

- I. A second site visit has been scheduled for Thursday February 26<sup>th</sup>, 2004 at 11:00 a.m. at the Bass Museum School of Art located at 2100 Washington Avenue.**
- II. The Bid opening is changed from March 4<sup>th</sup> to March 11<sup>th</sup>, 2004 at 3:00 p.m.**
- III. Pre-bid conference/site visit sign-in sheet is attached for Bidder's reference.**
- IV. The following information relative to issues raised or discussed at the pre-bid conference is hereby incorporated and made part of Bid No. 06-03/04:**
  - A. Estimated Budget: \$35,000.**
  - B. Revised quantities shown on Bid Form.** See amended Bid Form attached.
  - C. Roof Warranty.** There is no warranty on the existing roof.
  - D. Ductwork.** Only outside duct work is part of the scope of work of this project.
  - E. Work anticipated to be done on the roof.** To be addressed in a subsequent addendum.
  - F. Electrical Disconnects.** The Scope of Work requires that the electrical disconnects be replaced with regular disconnects (page 21, paragraph 6). Bidders are requested to submit the cost of replacing the existing disconnects with stainless steel electrical disconnects as an alternate (see amended bid form attached)
  - G. Units to be replaced.** There are two split systems in the building that are not part of the Scope of Work of this project. Only the five package units as specified in the Minimum Specifications, page 20, paragraph 2 need to be replaced.
  - H. Fire Alarm.** There is no existing fire alarm panel in the building. A fire alarm system is not part of the scope of this project.
  - I. Smoke Detectors.** There are no smoke detectors installed. Contractor is responsible for any smoke detector installation required by the South Florida Building Code or any other applicable codes (see Minimum Requirements, page 21, paragraph 4.1.2.)
  - J. Controls.** Contractor is not required to replace controls if in good working condition. See paragraph VI of this addendum
  - K. Supports.** Existing supports may be used, provided they are in good condition and any/all applicable code requirements are adhered to by the Contractor.
  - L. Two 4-ton units feeding same room.** To be addressed at a subsequent addendum.

**M. Working hours.** Work to be performed Monday through Friday.

**N. Applicable Codes.** Any questions regarding compliance with the Florida Building Code and any other applicable codes need to be submitted in writing to the Procurement Division. Bidders should not contact the Building Department directly to obtain information regarding this project. Bidders are reminded that from the time a Bid is advertised, oral communications are not allowed between the City staff and prospective Bidders (see Cone of Silence below.)

**O. Cone of Silence.** Attached is the Cone of Silence Ordinance for bidder's reference.

**V. REPLACE: Pages 22 and 23 (Bid Form) of the bid documents with attached amended pages; ADD page 22-I (Bid Form) to the Bid Documents..**  
Bid Form has been revised to show correct quantities required and Add Alternate.

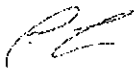
**VI. ADD language to Paragraph 5, page 21 of the Bid Documents as follows (Language in *Italic* denotes added language):**

**5. CONTROLS**

**5.1** Units shall be supplied with cooling, heating, electronic programmable thermostats, located in the occupied areas. *If existing controls are in good working condition, Contractor is not required to replace them; however, whether controls are replaced by contractor or existing controls remain, they become the responsibility of the contractor, and shall be warranted for a period of 1 year (refer to Section 2.17 of the Special Conditions entitled Warranty)*

Bidders are reminded to please acknowledge receipt of this addendum in page 23 of the Bid Documents or the bid may be considered non-responsive.

CITY OF MIAMI BEACH



Gus Lopez, CPPO  
Procurement Director  
mf

**BASS MUSEUM SCHOOL OF ART HVAC RENOVATIONS****BID # 06-03/04****Bid Proposal Page 1 of 3****COMPANY NAME:** \_\_\_\_\_

We propose to furnish all labor, machinery, tools, means of transportation, supplies, equipment, materials, services necessary for the HVAC Renovations at Bass Museum School of Art, in accordance with these specifications.

<u>DESCRIPTION</u>	<u>QTY.</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1) HVAC EQUIPMENT (SPECIFY TRANE/CARRIER/YORK):			
<u>AC# 1:</u>			
SELF-CONTAINED A/C UNIT 208-230V/1PHASE	<u>1 EA</u>	\$ _____	
MAKE/MODEL: _____			
<u>AC# 2:</u>			
SELF-CONTAINED A/C UNIT 208-230V/1PHASE	<u>1 EA</u>	\$ _____	
MAKE/MODEL: _____			
<u>AC# 3:</u>			
SELF-CONTAINED A/C UNIT 208-230V/1PHASE	<u>1 EA</u>	\$ _____	
MAKE/MODEL: _____			
<u>AC# 4:</u>			
SELF-CONTAINED A/C UNIT 208-230V/1PHASE	<u>1 EA</u>	\$ _____	
MAKE/MODEL: _____			
<u>AC# 5:</u>			
SELF-CONTAINED A/C UNIT 208-230V/1PHASE	<u>1 EA</u>	\$ _____	
MAKE/MODEL: _____			
TOTAL HVAC EQUIPMENT (AC# 1 THRU 5):	<u>5 EA</u>	\$ _____	
2) LABOR:		\$ _____	
3) CRANE:		\$ _____	
4) DUCT WORK:		\$ _____	
5) ELECTRICAL WORK:		\$ _____	
6) MISCELLANEOUS:		\$ _____	

**BASE BID: \$** \_\_\_\_\_\_\_\_\_\_  
Written Amount

**BASS MUSEUM SCHOOL OF ART HVAC RENOVATIONS**

**BID # 06-03/04**

**Bid Proposal Page 2 of 3**

**COMPANY NAME:** \_\_\_\_\_

**ADD ALTERNATE (ADD TO THE BASE BID AMOUNT)**

ADDITIONAL COST FOR REPLACING ALL EXISTING ELECTRICAL DISCONNECTS WITH STAINLESS  
STEEL ELECTRICAL DISCONNECTS

**ADD ALTERNATE: \$** \_\_\_\_\_

\_\_\_\_\_  
Written Amount

**GRAND TOTAL - BASE BID AND ADD ALTERNATE:**      \$ \_\_\_\_\_

\_\_\_\_\_  
Written Amount

Delivery of A/C units \_\_\_\_\_ calendar days ARO

**NOTE: The City reserves the right to award this contract based on the lowest and best bidder's Grand Total (Base Bid plus the Add Alternate) based on the City's available funding.**



**BASS MUSEUM SCHOOL OF ART HVAC RENOVATIONS**  
**BID # 06-03/04**  
**Bid Proposal Page 3 of 3**

**PAYMENT TERMS: NET 30. If other, specify here** \_\_\_\_\_

**ANY LETTERS, ATTACHMENTS, OR ADDITIONAL INFORMATION TO BE  
CONSIDERED PART OF THE BID MUST BE SUBMITTED IN DUPLICATE.**

**SUBMITTED BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_

**SIGNED:** \_\_\_\_\_

**(I certify that I am authorized to execute this proposal and  
commit the bidding firm)**

**Bidders must acknowledge receipt of addendum (if applicable).**

Amendment No. 1: \_\_\_\_\_  
Insert Date

Amendment No. 2: \_\_\_\_\_  
Insert Date

Amendment No. 3: \_\_\_\_\_  
Insert Date

Amendment No. 4: \_\_\_\_\_  
Insert Date

**NAME/TITLE(Print):** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY/STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**TELEPHONE NO:** \_\_\_\_\_

**FACSIMILE NO:** \_\_\_\_\_

**FEDERAL I.D. NUMBER:** \_\_\_\_\_

**ORDINANCE NO. 2002-3378**

**AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 2 OF THE CODE OF THE CITY OF MIAMI BEACH, ENTITLED "ADMINISTRATION", BY AMENDING ARTICLE VII THEREOF, ENTITLED "STANDARDS OF CONDUCT", BY AMENDING DIVISION 4, ENTITLED "PROCUREMENT", BY AMENDING SECTION 2-486, ENTITLED "CONE OF SILENCE"; SAID AMENDMENT, IN PART, EXTENDING THE PROHIBITIONS ON ORAL COMMUNICATIONS ON ALL REQUEST FOR PROPOSALS (RFP'S), REQUEST FOR QUALIFICATIONS (RFQ'S), AND INVITATION FOR BIDS (BIDS), BETWEEN THE MAYOR AND CITY COMMISSIONERS AND THEIR RESPECTIVE STAFF AND ANY POTENTIAL VENDOR, SERVICE PROVIDER, BIDDER, LOBBYIST, OR CONSULTANT; PROVIDING FOR ADDITIONAL EXCEPTIONS RELATIVE TO ORAL COMMUNICATIONS; PROVIDING FURTHER FOR REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, on January 29, 2002, the Miami-Dade County Commission approved Ordinance No. 02-3, amending Section 2-11.1(t) of the Miami-Dade County Code, the County's Cone of Silence Ordinance, with an effective date of February 8, 2002; and

**WHEREAS**, Miami-Dade County's approved amendments extended the prohibition on oral communications regarding a particular RFP, RFQ, and bid for the solicitation of goods and services to those between a potential vendor, service provider, bidder, lobbyist or consultant, and the Mayor, County Commissioners and their respective staffs; and

**WHEREAS**, Miami-Dade County's approved amendments added additional exemptions to the prohibition on oral communications regarding a particular RFP, RFQ, or bid for the solicitation of goods and services between any person and the procurement director or his/her designated staff responsible for administering the procurement process for such RFP, RFQ or bid, and between a member of the respective selection committee, provided the communication be limited strictly to matters of process or procedure already contained in the corresponding solicitation document; and

**WHEREAS**, Miami-Dade County's approved amendments added additional exemptions to the prohibition on oral communications between the County Manager and the chairperson of a selection committee about a particular selection committee recommendation, only after the committee has submitted a recommendation to the Manager and provided that, should any change occur in the committee recommendation, the content of the communication and of the corresponding change shall be described in writing and filed by the Manager with the Clerk of the County and be included in any recommendation memorandum submitted by the Manager to the County Commission;

**WHEREAS**, Miami-Dade County's approved amendments added additional exemptions to the prohibition on oral communications pertaining to emergency procurements.

**WHEREAS**, said Miami-Dade County amendments are applicable to the Mayor and City Commissioners of the City of Miami Beach, the City Manager, and their respective staffs; and in order to extend said amendments and their applicability to potential vendors,

service providers, bidders, lobbyists, and consultants doing business in the City of Miami Beach, the Administration and the City Attorney's Office herein recommends that the Mayor and City Commission amend the City's Cone of Silence Ordinance accordingly.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH:**

**SECTION 1.** Section 2-426, of Division 4 of Article VII of Chapter 2 of the Miami Beach City Code is hereby amended to read as follows:

**Article VII. Standards of Conduct**

**DIVISION 4. PROCUREMENT**

**Sec. 2-486. Cone of silence.**

(a) Contracts for the provision of goods, services, and construction projects, ~~other than audit contracts.~~

(1) Definition. "Cone of silence" is hereby defined to mean a prohibition on:

- (a) any communication regarding a particular request for proposal ("RFP"), request for qualifications ("RFQ"), ~~request for letters of interest ("RFLI"),~~ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the city's administrative staff including, but not limited to, the city manager and his or her staff;
- (b) any communication regarding a particular RFP, RFQ, ~~RFLI,~~ or bid between the mayor, city commissioners, or their respective staffs, and any member of the city's administrative staff including, but not limited to, the city manager and his or her staff;
- (c) any communication regarding a particular RFP, RFQ, ~~RFLI,~~ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and any member of a city evaluation and/or selection committee therefor; and
- (d) any communication regarding a particular RFP, RFQ, ~~RFLI,~~ or bid between the mayor, city commissioners, ~~or their respective staffs,~~ and any a member of a city evaluation and/or selection committee therefor;
- (e) any communication regarding a particular RFP, RFQ, or bid between the mayor, city commissioners, or their respective staffs and a potential vendor, service provider, bidder, lobbyist, or consultant. Notwithstanding the foregoing, the cone of silence shall not apply to competitive processes for the award of CDBG, HOME, SHIP and Surtax Funds administered by the city office of community development, and communications with the city attorney and his or her staff.

(2) Procedure.

a. A ~~The~~ cone of silence shall be imposed upon each RFP, RFQ, ~~RFLI~~, and ~~or~~ bid after the advertisement of said RFP, RFQ, ~~RFLI~~, or bid. At the time of imposition of the cone of silence, the city manager or his or her designee shall provide for public notice of the cone of silence. The city manager shall include in any public solicitation for goods and services a statement disclosing the requirements of this division.

b. The cone of silence shall terminate;

~~a)(i)~~ at the time the city manager makes his or her written recommendation as to selection of a particular RFP, RFQ, ~~RFLI~~, or bid to the city commission, and said RFP, RFQ, ~~RFLI~~, or bid is awarded; provided, however, that following the ~~M~~anager making his or her written recommendation, the cone of silence shall be lifted as relates to communications between the ~~M~~ayor and ~~M~~embers of the ~~C~~ommission and the ~~C~~ity ~~M~~anager; providing further if the city commission refers the manager's recommendation back to the city manager ~~or staff~~ for further review, the cone of silence shall continue until such time as the manager makes a subsequent written recommendation, and the particular RFP, RFQ, ~~RFLI~~, or bid is awarded;

~~or b)~~ (ii) in the event of contracts for less than \$25,000, when the city manager executes the contract.

(3) Exceptions. The ~~provisions of this ordinance~~ cone of silence shall not apply to:

(a) competitive processes for the award of CDBG, HOME, SHIP and Surtax Funds administered by the city office of community development; and

(b) communications with the city attorney and his or her staff.

~~(a)~~ (c) oral communications at pre-bid conferences;

~~(b)~~ (d) oral presentations before evaluation and/or selection committees;

~~(e)~~ (e) contract discussions during any duly noticed public meeting;

~~(d)~~ (f) public presentations made to the city commissioners during any duly noticed public meeting;

~~(e)~~ (g) contract negotiations with city staff following the award of an RFP, RFQ, ~~RFLI~~, or bid by the city commission;

~~(f)~~ (h) communications in writing at any time with any city employee, official or member of the city commission, unless specifically prohibited by the applicable RFP, RFQ, ~~RFLI~~, or bid documents; ~~or~~

(g)-(i) city commission meeting agenda review meetings between the city manager and the mayor and individual city commissioners where such matters are scheduled for consideration at the next City commission meeting.

(h)-(i) communications regarding a particular RFP, RFQ or bid between the procurement director, or his/her administrative staff responsible for administering the procurement process for such RFP, RFQ or bid and a member of the evaluation/selection committee therefor, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;

(k) duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the city manager makes his or her written recommendation;

(l) any emergency procurement of goods or services;

(m) communications regarding a particular RFP, RFQ, or bid between any person, and the procurement director, or his/her administrative staff responsible for administering the procurement process for such RFP, RFQ, or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.

(n) The bidder, proposer, vendor, service provider, lobbyist, or consultant shall file a copy of any written communications with the city clerk. The city clerk shall make copies available to any person upon request.

~~(b) — Audit contracts.~~

~~(1) "Cone of silence" is hereby defined to mean a prohibition on: (a) any communications regarding a particular RFP, RFQ, RFLI, or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the mayor, city commissioners or their respective staffs, and any member of the city's administrative staff including, but not limited to the city manager and his or her staff; and (b) any oral communication regarding a particular RFP, RFQ, RFLI, or bid between the mayor, city commissioners or their respective staffs and any member of the city's administrative staff including, but not limited to, the city manager and his or her staff; and (c) any communication regarding a particular RFP, RFQ, RFLI, or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and any member of a city evaluation and/or selection committee; and (d) any communication regarding a particular RFP, RFQ or bid between the Mayor, City Commissioners or their respective staffs and any member of a city evaluation and/or selection committee. Notwithstanding the foregoing, the cone of silence shall not apply to communications with the city attorney and his or her staff.~~

~~(2) Except as provided in subsections (b)(3) and (b)(4) hereof, a cone of silence shall be imposed upon each RFP, RFQ, RFLI, or bid for audit services after the advertisement of said RFP, RFQ, RFLI, or bid. At the time of the imposition of the cone of silence, the city manager or his or her designee~~

~~shall provide for the public notice of the cone of silence. The cone of silence shall terminate a) at the time the city manager makes his or her written recommendation as to selection of a particular RFP, RFQ, RFLI, or bid to the city commission, and said RFP, RFQ, RFLI, or bid is awarded; provided, however, that following the Manager making his or her written recommendation, the cone of silence shall be lifted as relates to communications between the Mayor and Members of the Commission and the City Manager, providing further if the city commission refers the manager's recommendation back to the city manager or staff for further review, the cone of silence shall continue until such time as the manager makes a subsequent written recommendation, and the particular RFP, RFQ, RFLI, or bid is awarded or b) in the event of contracts for less than \$25,000 when the city manager executes the contract.~~

~~(3) Nothing contained herein shall prohibit any bidder, proposer, vendor, service provider, lobbyist, or consultant (i) from making public presentations at duly noticed pre-bid conferences or before duly noticed evaluation committee meetings; (ii) from engaging in contract discussions during any duly noticed public meeting; (iii) from engaging in contract negotiations with city staff following the award of an RFP, RFQ, RFLI, or bid for audit by the city commission; or (iv) from communicating in writing with any city employee or official for purposes of seeking clarification or additional information from the city or responding to the city's request for clarification or additional information, subject to the provisions of the applicable RFP, RFQ, RFLI, or bid documents. The bidder or proposer etc. shall file a copy of any written communication with the city clerk. The city clerk shall make copies available to the general public upon request.~~

~~(4) Nothing contained herein shall prohibit any lobbyist, bidder, proposer, vendor, service provider, consultant, or other person or entity from publicly addressing the city commissioners during any duly noticed public meeting regarding action on any audit contract. The city manager shall include in any public solicitation for auditing services a statement disclosing the requirements of this division.~~

~~(e)(b) Violations/penalties and procedures. A violation of this section by a particular bidder, proposer, vendor, service provider, lobbyist, or consultant shall subject said bidder, or proposer, vendor, service provider, lobbyist, or consultant to the same procedures set forth in Division 5, entitled "Debarment of Contractors" from City Work; shall render any RFP award, RFQ award, RFLI award, or bid award to said bidder, proposer, vendor, service provider, bidder, lobbyist, or consultant voidable; and said bidder, proposer, vendor, service provider, lobbyist, or consultant shall not be considered for any RFP, RFQ, RFLI or bid for a contract for the provision of goods or services for a period of one year. Any person who violates a provision of this division shall be prohibited from serving on a city evaluation and/or selection committee. In addition to any other penalty provided by law, violation of any provision of this division by a city employee shall subject said employee to disciplinary action up to and including dismissal. Additionally, any person who has personal knowledge of a violation of this division shall report such violation to the city attorney's office or state attorney's office, and/or may file a complaint with the county ethics commission.~~

**SECTION 2. CODIFICATION.**

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of the City of Miami Beach, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section", "article", or other appropriate word.

**SECTION 3. REPEALER.**

All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

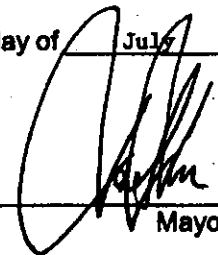
**SECTION 4. SEVERABILITY.**

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity or constitutionality of the remaining portions of this Ordinance.

**SECTION 5. EFFECTIVE DATE.**

This Ordinance shall take effect on the 10th day of August, 2002, which is 10 days after adoption.

PASSED and ADOPTED this 31st day of July, 2002.

  
\_\_\_\_\_  
Mayor

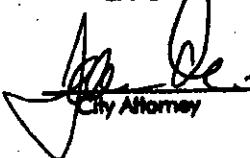
ATTEST:

  
\_\_\_\_\_  
City Clerk

Letters or numbers that are stricken through are deletions from existing ordinance.  
Letters or numbers that are underlined are additions to existing ordinance.

F:\ATTO\OLIJ\RES-ORD\CONEOF SILENCE.FNL.DOC

APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION

  
\_\_\_\_\_  
City Attorney

8-2002  
Date

OFFICE OF THE CITY ATTORNEY

*City of Miami Beach*

F L O R I D A



**MURRAY H. DUBBIN**  
City Attorney

Telephone: (305) 673-747  
Telecopy: (305) 673-700

COMMISSION MEMORANDUM

DATE: JULY 31, 2002

TO: **MAYOR DAVID DERMER**  
**MEMBERS OF THE CITY COMMISSION**

FROM: **MURRAY DUBBIN**  
**CITY ATTORNEY**  
*[Signature]*  
**JORGE M. GONZALEZ**  
**CITY MANAGER**

SECOND READING  
PUBLIC HEARING

SUBJECT: **AMENDMENT TO CITY'S "CONE OF SILENCE" ORDINANCE**

On January 29, 2002, the Miami-Dade County Commission approved an amendment to the County's "Cone of Silence" Ordinance, with an effective date of February 8, 2002. The approved amendments to the County's Ordinance, which the City Manager and the City Attorney's Office herein recommend be incorporated as an amendment to the City's own "Cone of Silence" Ordinance, are as follows:

- (1) Extending the prohibition on oral communications regarding a particular RFP, RFQ, and bid for the solicitation of goods and services to those between a potential vendor, service provider, bidder, lobbyist or consultant, and the Mayor, Commissioners, and their respective staffs;
- (2) Extending the prohibition on oral communications regarding a particular RFP, RFQ, or bid between any administrative staff member, and any member of an evaluation and/or selection committee therefor;
- (3) Notwithstanding the prohibition in subsection (2) above, providing an exemption allowing the Manager and the chairperson of the evaluation and/or selection committee to communicate upon a particular evaluation and/or selection committee

1700 Convention Center Drive – Fourth Floor – Miami Beach

Agenda Item ASC  
Date 7-31-02



recommendation, but only after the committee has submitted an award recommendation to the Manager and, provided should a change occur in the committee's recommendation, the content of the communication and of the correspondence change shall be described in writing and filed by the Manager with the City Clerk, and be included in any recommendation memorandum submitted by the Manager to the Commission;

- (4) Creating an exemption allowing communications regarding a particular RFP, RFQ, or bid between the Procurement Director (or his/her administrative staff responsible for administering the particular RFP, RFQ, or bid process) and a member of the evaluation/selection committee therefor, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding bid document;
- (5) Creating an exemption for duly noticed site visits to determine the competency of bidders regarding a particular bid, during the time period between the opening of the bids and the time the Manager makes his/her written recommendation to the Commission;
- (6) Creating an exemption for emergency procurement of goods or services; and
- (7) Creating an exemption to allow for communications regarding a particular RFP, RFQ, or bid between any person and the Procurement Director (or his or her administrative staff responsible for administering the bid process), provided the communication is limited to matters of process or procedure already contained in the bid documents.

The Miami-Dade County Commission on Ethics has consistently taken the position that the County's Ethics legislation, as codified in Section 2 of the Miami-Dade County Code, applies to municipal officers and employees, whether or not they chose to adopt corresponding legislation or not. However, one of the reasons that the City of Miami Beach adopted its own cone of silence legislation was not only to make it stricter in places where the County's ordinance is more lenient (which is legally permissible), but also, assuming the County ethics legislation only applies to municipal officers and employees, the enactment of the City's own cone of silence ordinance extended the prohibitions of the ordinance, and the sanctions therein, to potential vendors, service providers, bidders, lobbyists, and/or consultants doing business with the City of Miami Beach.

It is therefore recommended by the City Manager and City Attorney's Office's that the Mayor and City Commission herein adopt, on first reading, the attached amendments to the City's Cone of Silence Ordinance; said amendments mirroring the amendments already approved by the Miami-Dade County Commission (in its Cone of Silence Ordinance).

RIAN  
FIATOWAGURRESOSMEMOSCONELNC.2LD

**CITY OF MIAMI BEACH  
PRE-BID CONFERENCE  
SIGN-IN SHEET**

DATE: FEBRUARY 19, 2004

Bid No.: 06-03/04

TITLE: BASS MUSEUM SCHOOL OF ART HVAC RENOVATIONS

NAME (PLEASE PRINT)	COMPANY NAME (PLEASE PRINT)	PHONE#	FAX#
Marta Fernandez	CMB - Procurement Division	305-673-7496	305-673-7851
SEAN PINNAI	Master Mechanical Svc	305 825-3004	305 825 1607
José Benítez	Thermal Concepts	954-472-4465	954-472-4425
Miguel Dominguez	Sure Electrical Contractors, Inc	305 971 0570	305 971 5978
CARLOS ARTOLA	TEMPTRAL A/C INC.	305-662-7777	305-663-1767
BO CASARUA	Climate HVAC C	305-625-2944	305-625-2944
BAYO ABINA	BMA CONSTRUCTION, INC	305-216-3853	305-654-9475
JANNI CUESTA	CITY AIR, INC.	305-477-0400	305-591-2445
ROBERTO VALDES	FIVE STAR A/C CORP.	305-231-8555	305-231-0933
Fausto Ordóñez	Mechanical Repairing Svc	305-274-6069	305-274-6069

# CITY OF MIAMI BEACH PRE-BID CONFERENCE SIGN-IN SHEET

DATE: **FEBRUARY 19, 2004**

**Bid No.: 06-03/04**

**TITLE: BASS MUSEUM SCHOOL OF ART HVAC RENOVATIONS**

[illegible]

# CITY OF MIAMI BEACH



1700 CONVENTION CENTER DRIVE, MIAMI BEACH, FLORIDA 33139  
<http://miami beachfl.gov>

PROCUREMENT DIVISION

Telephone (305) 673-7490  
Facsimile (305) 673-7851

## PUBLIC NOTICE INVITATION TO BID NO. 06-03/04

Sealed bids will be received by the City of Miami Beach Procurement Director, 3rd Floor, 1700 Convention Center Drive, Miami Beach, Florida 33139, until 3:00 p.m. on the 4<sup>th</sup> of March, 2004 for:

### **BASS MUSEUM SCHOOL OF ART HVAC RENOVATIONS**

**Scope of Work:** The work specified in this bid consists of furnishing all labor, machinery, tools, means of transportation, supplies, equipment, materials, services necessary for the HVAC renovations for the Bass Museum School of Art. Contractor shall remove five (5) existing air conditioning units located on the roof. All existing support steel shall be replaced. Contractor shall furnish and install five (5) new air conditioning units, support steel, duct work, controls, electrical, plumbing, crane, duct smoke detectors, engineering drawings and be licensed to pull all permits necessary to successfully complete the work.

**Minimum Requirements:** Prospective Bidder must have a minimum of 3 years experience in providing HVAC Renovations and provide at least four (4) separate references for projects completed, of which each project total cost was twenty-five thousand dollars (\$25,000) or higher in construction work.

**Bid Guaranty:** A Bid Guaranty is not required, however the successful Bidder executing the Contract will be required to provide the Performance Bond and Payment Bond in the amount of one-hundred percent (100%) of the contract amount, and evidence of required insurance within fifteen (15) calendar days after notification of award of the Contract.

At time, date, and place above, bids will be publicly opened. Any bids or proposals received after time and date specified will be returned to the bidder unopened. The responsibility for submitting a bid/proposal before the stated time and date is solely and strictly the responsibility of the bidder/proposer. The City is not responsible for delays caused by mail, courier service, including U.S. Mail, or any other occurrence.

**A Pre-Bid Conference will be held at 10:00 a.m. on February 19, 2004 at the Bass Museum School of Art located at 2100 Washington Avenue, Miami Beach, FL 33139.**

Attendance at the Prebid Conference is **highly encouraged** and recommended as a source of information but is not mandatory.

The City of Miami Beach has contracted with BidNet and has begun utilizing a new central bid notification system created exclusively for state and local agencies located in South Florida. Created in conjunction with BidNet(r), this new South Florida Purchasing system has replaced the DemandStar system and allow vendors to register online and receive notification of new bids, amendments and awards. Vendors with Internet access should review the registration options at the following website: [www.govbids.com/scripts/southflorida/public/home1.asp](http://www.govbids.com/scripts/southflorida/public/home1.asp). If you do not have Internet access, please call the BidNet(r) support group at 800-677-1997 extension # 214.

Any questions or clarifications concerning this Bid shall be submitted in writing by mail or facsimile to the Procurement Division, 1700 Convention Center Drive, Miami Beach, FL 33139, or FAX: (305) 673-7851. The Bid title/number shall be referenced on all correspondence. All questions must be received no later than **ten (10)** calendar days prior to the scheduled Bid opening date. All responses to questions/clarifications will be sent to all prospective bidders in the form of an addendum.

The City of Miami Beach reserves the right to accept any proposal or bid deemed to be in the best interest of the City of Miami Beach, or waive any informality in any proposal or bid. The City of Miami Beach may reject any and all proposals or bids.

YOU ARE HEREBY ADVISED THAT THIS INVITATION TO BID IS SUBJECT TO THE "CONE OF SILENCE," IN ACCORDANCE WITH ORDINANCE NO. 2002-3378. A COPY OF ALL WRITTEN COMMUNICATION(S) REGARDING THIS BID MUST BE FILED WITH THE CITY CLERK.

YOU ARE HEREBY ADVISED THAT THIS INVITATION TO BID IS SUBJECT TO THE "CODE OF BUSINESS ETHICS" ("CODE"), IN ACCORDANCE WITH RESOLUTION NO. 2000-23879.

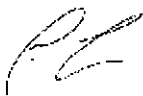
YOU ARE HEREBY ADVISED THAT THIS INVITATION TO BID IS SUBJECT TO THE CITY OF MIAMI BEACH DEBARMENT ORDINANCE NO. 2000-3234.

YOU ARE HEREBY ADVISED THAT THIS INVITATION TO BID IS SUBJECT TO THE BID SOLICITATION PROTEST ORDINANCE NO. 2002-3344.

YOU ARE HEREBY ADVISED THAT THIS INVITATION TO BID IS SUBJECT TO THE CITY OF MIAMI BEACH LOBBYIST FEES DISCLOSURE ORDINANCE NO. 2002-3363.

Detailed representation of all these ordinances can be found on the City of Miami Beach WebSite at <http://www.miamibeachfl.gov/newcity/depts/purchase/bidintro.asp>

CITY OF MIAMI BEACH



Gus Lopez, CPPO  
Procurement Director

# CITY OF MIAMI BEACH

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1700 CONVENTION CENTER DRIVE, MIAMI BEACH, FLORIDA 33139  
<http://miamibeachfl.gov>

PROCUREMENT DIVISION Telephone (305) 673-7490

Facsimile (305) 673-7851

<b><i>NOTICE TO PROSPECTIVE BIDDERS</i></b>
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## **NO BID**

If not submitting a bid at this time, please detach this sheet from the bid documents, complete the information requested, and return to the address listed above.

### **NO BID SUBMITTED FOR REASON(S) CHECKED AND/OR INDICATED:**

- ☐ Our company does not handle this type of product/service.
- ☐ We cannot meet the specifications nor provide an alternate equal product.
- ☐ Our company is simply not interested in bidding at this time.
- ☐ Due to prior commitments, I was unable to attend pre-proposal meeting.
- ☐ OTHER. (Please specify)

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We do ☐ do not ☐ want to be retained on your mailing list for future bids for the type or product and/or service.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

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**Note: Failure to respond, either by submitting a bid or this completed form, may result in your company being removed from the City's bid list.**

**BASS MUSEUM SCHOOL OF ART HVAC RENOVATIONS**  
**BID # 06-03/04**

**1.0 GENERAL CONDITIONS**

**1.1 SEALED BIDS:**

Original copy of Bid Form as well as any other pertinent documents must be returned in order for the bid to be considered for award. All bids are subject to the conditions specified hereon and on the attached Special Conditions, Specifications and Bid Form.

The completed bid must be submitted in a sealed envelope clearly marked with the Bid Title to the City of Miami Beach Procurement Division, 3rd floor, 1700 Convention Center Drive, Miami Beach, Florida 33139. Facsimile bids will not be accepted.

**1.2 EXECUTION OF BID:**

Bid must contain a manual signature of an authorized representative in the space provided on the Bid Form. Failure to properly sign bid shall invalidate same and it shall NOT be considered for award. All bids must be completed in pen and ink or typewritten. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the bid. Any illegible entries, pencil bids or corrections not initialed will not be tabulated. The original bid conditions and specifications CANNOT be changed or altered in any way. Altered bids will not be considered. Clarification of bid submitted shall be in letter form, signed by bidders and attached to the bid.

**1.3 NO BID:**

If not submitting a bid, respond by returning the enclosed bid form questionnaire, and explain the reason. Repeated failure to bid without sufficient justification shall be cause for removal of a supplier's name from the bid mailing list.

**1.4 PRICES QUOTED:**

Deduct trade discounts and quote firm net prices. Give both unit price and extended total, when requested. Prices must be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices must be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). Discounts for prompt payment. Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of bid(s).

**1.5 TAXES:**

The City of Miami Beach is exempt from all Federal Excise and State taxes. State Sales Tax and Use Certificate Number is 04-00097-09-23.

**1.6 MISTAKES:**

Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the bidder's risk.

**1.7 CONDITION AND PACKAGING:**

It is understood and agreed that any item offered or shipped as a result of this bid shall be the latest new and current model offered (most current production model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

**1.8 UNDERWRITERS' LABORATORIES:**

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be U.L. listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

**1.9 BIDDER'S CONDITIONS:**

The City Commission reserves the right to waive irregularities or technicalities in bids or to reject all bids or any part of any bid they deem necessary for the best interest of the City of Miami Beach, FL.

**1.10 EQUIVALENTS:**

If bidder offers makes of equipment or brands of supplies other than those specified in the following, he must so indicate on his bid. Specific article(s) of equipment/supplies shall conform in quality, design and construction with all published claims of the manufacturer.

Brand Names: Catalog numbers, manufacturers' and brand names, when listed, are informational guides as to a standard of acceptable product quality level only and should not be construed as an endorsement or a product limitation of recognized and legitimate manufacturers. Bidders shall formally substantiate and verify that product(s) offered conform with or exceed quality as listed in the specifications.

Bidder shall indicate on the bid form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specifications and **MUST BE INCLUDED WITH THE BID. NO BIDS WILL BE CONSIDERED WITHOUT THIS DATA.**

Lacking any written indication of intent to quote an alternate brand or model number, the bid will be considered as a bid in complete compliance with the specifications as listed on the attached form.

**1.11 (NOT USED)**

**1.12 (NOT USED)**

**1.13 NON-CONFORMANCE TO CONTRACT CONDITIONS:**

Items may be tested for compliance with specifications. Item delivered, not conforming to specifications, may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the bidder. Any violation of these stipulations may also result in:

- A) Vendor's name being removed from the vendor list.
- B) All departments being advised not to do business with vendor.



**1.14 SAMPLES:**

Samples of items, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the bidder's expense. Bidders will be responsible for the removal of all samples furnished within (30) days after bid opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with bidder's name. Failure of bidder to either deliver required samples or to clearly identify samples may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Procurement Division , 1700 Convention Center Drive, Miami Beach, FL 33139.

**1.15 DELIVERY:**

Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days (in calendar days) required to make delivery after receipt of purchase order, in space provided. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays.

**1.16 INTERPRETATIONS:**

Unless otherwise stated in the bid, any questions concerning conditions and specifications should be submitted in writing to the Procurement Director, 1700 Convention Center Drive, Miami Beach, FL 33139. Fax (305) 673-7851.

**1.17 (NOT USED)**

**1.18 (NOT USED)**

**1.19 BID OPENING:**

Bids shall be opened and publicly read on the date, time and place specified on the Bid Form. All bids received after the date, time, and place shall be returned, unopened.

**1.20 INSPECTION, ACCEPTANCE & TITLE:**

Inspection and acceptance will be at destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful bidder until acceptance by the buyer unless loss or damage result from negligence by the buyer.

If the materials or services supplied to the City are found to be defective or not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product at bidder's expense.

**1.21 PAYMENT:**

Payment will be made by the City after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced.

**1.22 DISPUTES:**

In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City shall be final and binding on both parties.

**1.23 LEGAL REQUIREMENTS:**

Federal, State, county and city laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

1.24 (NOT USED)

1.25 (NOT USED)

**1.26 PATENTS & ROYALTIES:**

The bidder, without exception, shall indemnify and save harmless the City of Miami Beach, Florida and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by The City of Miami Beach, Florida. If the bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

**1.27 OSHA:**

The bidder warrants that the product supplied to the City of Miami Beach, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the bidder responsible for same.

**1.28 SPECIAL CONDITIONS:**

Any and all Special Conditions that may vary from these General Conditions shall have precedence.

**1.29 ANTI-DISCRIMINATION:**

The bidder certifies that he/she is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

**1.30 AMERICAN WITH DISABILITIES ACT:**

Call (305) 673-7490/VOICE to request material in accessible format; sign language interpreters (five days in advance when possible), or information on access for persons with disabilities. For more information on ADA compliance please call Heidi Johnson Wright, Public Works Department, at 305.673.7080.

**1.31 QUALITY:**

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest grade workmanship.

1.32 (NOT USED)

**1.33 LIABILITY, INSURANCE, LICENSES AND PERMITS:**

Where bidders are required to enter or go onto City of Miami Beach property to deliver materials or perform work or services as a result of a bid award, the successful bidder will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable Dade County and City of Miami Beach building code requirements and the South Florida Building Code. The bidder shall be liable for any damages or loss to the City occasioned by negligence of the bidder (or agent) or any person the bidder has designated in the completion of the contract as a result of his or her bid.

**1.34 BID GUARANTY:**

A Bid Guaranty is not required, however the successful Bidder executing the Contract will be required to provide the Performance Bond and Payment Bond in the amount of one-hundred percent (100%) of the contract amount, and evidence of required insurance within fifteen (15) calendar days after notification of award of the Contract.

**1.35 DEFAULT:**

Failure or refusal of a bidder to execute a contract upon award, or withdrawal of a bid before such award is made, may result in forfeiture of that portion of any bid surety required equal to liquidated damages incurred by the City thereby, or where surety is not required, failure to execute a contract as described above may be grounds for removing the bidder from the bidder's list

**1.36 CANCELLATION:**

In the event any of the provisions of this bid are violated by the contractor, the Procurement Director shall give written notice to the contractor stating the deficiencies and unless deficiencies are corrected within ten (10) days, recommendation will be made to the City Commission for immediate cancellation. The City Commission of Miami Beach, Florida reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party.

**1.37 BILLING INSTRUCTIONS:**

Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted in DUPLICATE to the City of Miami Beach, Accounts Payables Department, 1700 Convention Center Drive, Miami Beach, Florida 33139.

**1.38 (NOT USED)**

**1.39 (NOT USED)**

**1.40 NOTE TO VENDORS DELIVERING TO THE CITY OF MIAMI BEACH:**

Receiving hours are Monday through Friday, excluding holidays, from 8:30 A.M. to 5:00 P.M.

**1.41 SUBSTITUTIONS:**

The City of Miami Beach, Florida WILL NOT accept substitute shipments of any kind. Bidder(s) is expected to furnish the brand quoted in their bid once awarded. Any substitute shipments will be returned at the bidder's expense.

**1.42 FACILITIES:**

The City Commission reserves the right to inspect the bidder's facilities at any time with prior notice.

**1.43 BID TABULATIONS:**

Bidders desiring a copy of the bid tabulation may request same by enclosing a self-addressed stamped envelope with the bid.

**1.44 BID PROTEST PROCEDURES:**

Bidders that are not selected may protest any recommendation for Contract award in accordance with City of Miami Beach Ordinance No. 2002-3344, which establishes procedures for resulting protested bids and proposed awards. **Protest not timely pursuant to the requirements of Ordinance No. 2002-3344 shall be barred.**

**1.45 (NOT USED)**

**1.46 CLARIFICATION AND ADDENDA TO BID SPECIFICATIONS:**

If any person contemplating submitting a Bid under this Solicitation is in doubt as to the true meaning of the specifications or other Bid documents or any part thereof, the Bidder must submit to the City of Miami Beach Procurement Director at least ten (10) calendar days prior to scheduled Bid opening, a request for clarification. All such requests for clarification must be made in writing and the person submitting the request will be responsible for its timely delivery.

Any interpretation of the Bid, if made, will be made only by Addendum duly issued by the City of Miami Beach Procurement Director. The City shall issue an Informational Addendum if clarification or minimal changes are required. The City shall issue a Formal Addendum if substantial changes which impact the technical submission of Bids is required. A copy of such Addendum shall be sent by mail or facsimile to each Bidder receiving the Solicitation. In the event of conflict with the original Contract Documents, Addendum shall govern all other Contract Documents to the extent specified. Subsequent addendum shall govern over prior addendum only to the extent specified. The Bidder shall be required to acknowledge receipt of the Formal Addendum by signing in the space provided on the Bid Proposal Form. Failure to acknowledge Addendum shall deem its Bid non-responsive; provided, however, that the City may waive this requirement in its best interest. The City will not be responsible for any other explanation or interpretation made verbally or in writing by any other city representative.

**1.47 DEMONSTRATION OF COMPETENCY:**

1) Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids will only be considered from firms which are regularly engaged in the business of providing the goods and/or services as described in this Bid. Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to insure that they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the City of Miami Beach.

2) The City may consider any evidence available regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) with the City in making the award in the best interest of the City.

3) The City may require Bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier which is the actual source of supply. In these instances, the City may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supplies to the City through the designated representative. Any conflicts between this material information provided by the source of supply and the information contained in the Bidder's Proposal may render the Bid non-responsive.

4) The City may, during the period that the Contract between the City and the successful Bidder is in force, review the successful Bidder's record of performance to insure that the Bidder is continuing to provide sufficient financial support, equipment and organization as prescribed in this Solicitation. Irrespective of the Bidder's performance on contracts awarded to it by the City, the City may place said contracts on probationary status and implement termination procedures if the City determines that the successful Bidder no longer possesses the financial support,

equipment and organization which would have been necessary during the Bid evaluation period in order to comply with this demonstration of competency section.

**1.48 DETERMINATION OF AWARD**

The City Commission shall award the contract to the lowest and best bidder. In determining the lowest and best bidder, in addition to price, there shall be considered the following:

- a. The ability, capacity and skill of the bidder to perform the Contract.
- b. Whether the bidder can perform the Contract within the time specified, without delay or interference.
- c. The character, integrity, reputation, judgement, experience and efficiency of the bidder.
- d. The quality of performance of previous contracts.
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the Contract.

**1.49 ASSIGNMENT:**

The contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract, including any or all of its right, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City of Miami Beach.

**1.50 LAWS, PERMITS AND REGULATIONS:**

The bidder shall obtain and pay for all licenses, permits and inspection fees required for this project; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein.

**1.51 OPTIONAL CONTRACT USAGE:**

As provided in Section 287.042 (17), Florida Statutes, other State agencies may purchase from the resulting contract, provided the Department of Management Services, Division of Procurement, has certified its use to be cost effective and in the best interest of the State. Contractors have the option of selling these commodities or services certified by the Division to the other State agencies at the agencies option.

**1.52 SPOT MARKET PURCHASES:**

It is the intent of the City to purchase the items specifically listed in this bid from the awarded vendor. However, items that are to be ASpot Market Purchased≡ may be purchased by other methods, i.e. Federal, State or local contracts.

**1.53 ELIMINATION FROM CONSIDERATION**

This bid solicitation shall not be awarded to any person or firm which is in arrears to the City upon any debt, taxes or contracts which are defaulted as surety or otherwise upon any obligation to the City.

**1.54 WAIVER OF INFORMALITIES**

The City reserves the right to waive any informalities or irregularities in this bid solicitation.

**1.55 ESTIMATED QUANTITIES**

Estimated quantities or estimated dollars, if provided, are for City guidance only. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The City is not obligated to place any order for a given amount subsequent to the award of this bid solicitation. Estimates are based upon the City's actual needs and/or usage during a previous contract period. The City for purposes of determining the low bidder meeting specifications may use said estimates.

**1.56 COLLUSION**

*Bids from related parties.* Where two (2) or more related parties each submit a bid or proposal for any contract, such bids or proposals shall be presumed to be **collusive**. The foregoing presumption may be rebutted by presentation of evidence as to the extent of ownership, control and management of such related parties in the preparation and submittal of such bids or proposals. Related parties mean bidders or proposers or the principals thereof which have a direct or indirect ownership interest in another bidder or proposer for the same contract or in which a parent company or the principals thereof of one (1) bidder or proposer have a direct or indirect ownership interest in another bidder or proposer for the same contract. Bids or proposals found to be collusive shall be rejected. Bidders or Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

**1.57 DISPUTES**

In the event of a conflict between the documents, the order of priority of the documents shall be as follows:

- Any agreement resulting from the award of this Bid (if applicable); then
- Addenda released for this Bid, with the latest Addendum taking precedence; then
- The Bid; then
- Awardee's Bid.

**1.58 REASONABLE ACCOMMODATION**

In accordance with the Title II of the Americans with Disabilities Act, any person requiring an accommodation at the RFP opening because of a disability must contact Heidi Johnson Wright at the Public Works Department at (305) 673-7080.

**1.59 GRATUITIES**

Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City, for the purpose of influencing consideration of this proposal.

**1.60 SIGNED BID CONSIDERED AN OFFER**

The signed bid shall be considered an offer on the part of the bidder or contractor, which offer shall be deemed accepted upon approval by the City Commission of the City of Miami Beach, Florida and in case of default on the part of successful bidder or contractor, after such acceptance, the City may procure the items or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned or incurred thereby. Additionally, the City may take such action.

**1.61 BID CLARIFICATION:**

Any questions or clarifications concerning this Invitation to Bid shall be submitted in writing by mail or facsimile to the Procurement Department, 1700 Convention Center Drive, Miami Beach, FL 33139 FAX: (305) 673-7851. The bid title/number shall be referenced on all correspondence. All questions must be received no later than ten (10) calendar days prior to the scheduled bid opening date.

All responses to questions/clarifications will be sent to all prospective bidders in the form of an addendum. NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.

**1.62 TIE BIDS:**

Please be advised that in accordance with Florida Statutes Section 287.087, regarding identical tie bids, preference will be given to vendors certifying that they have implemented a drug free work place program. A certification form will be required at that time.

**1.63 PUBLIC ENTITY CRIMES (PEC):**

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**1.64 DETERMINATION OF RESPONSIVENESS:**

Determination of responsiveness taken place at the time of bid opening and evaluation. In order to be deemed a responsive bidder, your bid must conform in all material respects to the requirements stated in their Bid.

**1.65 DELIVERY TIME:**

Vendors shall specify on the attached Bid Form, the guaranteed delivery time (in calendar days) for each item. It must be a firm delivery time, no ranges will be accepted, i.e.; 12-14 days.

**1.66 CONE OF SILENCE**

This invitation to bid is subject to the "Cone of Silence" in accordance with Ordinance No. 2002-3378. A copy of all written communication(s) regarding this bid must be filed with the city clerk.

**1.67 INSURANCE AND INDEMNIFICATION:**

(See Check List for applicability to this contract)

The contractor shall be responsible for his work and every part thereof, and for all materials, tools, appliances and property of every description, used in connection with this particular project. He shall specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property wherever located, resulting from any action or operation under the contract or in connection with the work. It is understood and agreed that at all times the contractor is acting as an independent contractor.

The contractor, at all times during the full duration of work under this contract, including extra work in connection with this project shall meet the following requirements:

Maintain Worker's Compensation and Employer's Liability Insurance to meet the statutory requirements of the State of Florida.

Maintain Comprehensive General Liability Insurance in amounts prescribed by the City (see checklist for limits) to protect the contractor in the interest of the City against all risks of injury to persons (including death) or damage to property wherever located resulting from any action or operation under the contract or in connection with the work. This policy is to provide coverage for premises/operations, independent contractor, broad form property damage, products/completed operations and contractual liability.

Maintain Automobile Liability Insurance including Property Damage covering all owned, non-owned or hired automobiles and equipment used in connection with the work.

Maintain any additional coverages required by the Risk Manager as indicated on the Insurance Check List. Name the City of Miami Beach as an additional insured on all liability policies required by this contract. When naming the City of Miami Beach as an additional insured onto your policies, the insurance companies hereby agree and will endorse the policies to state that the City will not be liable for the payment of any premiums or assessments. A copy of the endorsement(s) naming the City of Miami Beach as an additional insured is required and must be submitted to the City's Risk Manager.

No change or cancellation in insurance shall be made without thirty (30) days written notice to the City of Miami Beach Risk Manager.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of at least B+:VI or better per Best's Key Rating Guide, latest edition.

Original signed Certificates of Insurance, evidencing such coverages and endorsements as required herein, shall be filed with and approved by the City of Miami Beach Risk Manager before work is started. The certificate must state Bid Number and Title. Upon expiration of the required insurance, the contractor must submit updated certificates of insurance for as long a period as any work is still in progress.

It is understood and agreed that all policies of insurance provided by the contractor are primary coverage to any insurance or self-insurance the City of Miami Beach possesses that may apply to a loss resulting from the work performed in this contract.

All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure. No deductibles will be allowed in any policies issued on this contract unless specific safeguards have been established to assure an adequate fund for payment of deductibles by the insured and approved by the City's Risk Manager.

The liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:



"The contractor hereby agrees to indemnify and hold harmless the City of Miami Beach, a municipal corporation, its officers, agents, and employees from all claims for bodily injuries to the public in and up to the amount of \$1,000,000.00 for each occurrence and for all damages to the property of others in and up to the amount of \$1,000,000.00 for each occurrence per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable attorney fees and the cost of appeals arising out of any such claims or suits because of any and all acts of omission or commission of any by the contractor, his agents, servants, or employees, or through the mere existence of the project under contract".

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the City of Miami Beach, its officers, agents, and employees, as determined by a court of competent jurisdiction.

The contractor will notify his insurance agent without delay of the existence of the Hold Harmless Agreement contained within this contract, and furnish a copy of the Hold Harmless Agreement to the insurance agent and carrier.

The contractor will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the City of Miami Beach under the Hold Harmless Agreement from any and all claims arising out of this contractual operation.

The contractor will secure and maintain policies of subcontractors. All policies shall be made available to the City upon demand. Compliance by the contractor and all subcontractors with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the contractor and all subcontractors of their liabilities and obligations under any Section or Provisions of this contract. Contractor shall be as fully responsible to the City for the acts and omissions of the subcontractor and of persons employed by them as he is for acts and omissions of persons directly employed by him.

Insurance coverage required in these specifications shall be in force throughout the contract term. Should any awardee fail to provide acceptable evidence of current insurance within seven days of receipt of written notice at any time during the contract term, the City shall have the right to consider the contract breached and justifying the termination thereof.

If bidder does not meet the insurance requirements of the specifications; alternate insurance coverage, satisfactory to the Risk Manager, may be considered.

It is understood and agreed that the inclusion of more than one insured under these policies shall not restrict the coverage provided by these policies for one insured hereunder with respect to a liability claim or suit by another insured hereunder or an employee of such other insured and that with respect to claims against any insured hereunder, other insureds hereunder shall be considered members of the public; but the provisions of this Cross Liability clause shall apply only with respect to liability arising out of the ownership, maintenance, use, occupancy or repair of such portions of the premises insured hereunder as are not reserved for the exclusive use of occupancy of the insured against whom claim is made or suit is filed.

### INSURANCE CHECK LIST

- XXX 1. Workers' Compensation and Employer's Liability per the Statutory limits of the state of Florida.
- XXX 2. Comprehensive General Liability (occurrence form), limits of liability \$ 1,000,000.00 per occurrence for bodily injury property damage to include Premises/ Operations; Products, Completed Operations and Contractual Liability. **Contractual Liability** and Contractual Indemnity (Hold harmless endorsement exactly as written in "insurance requirements" of specifications).
- XXX 3. Automobile Liability - \$1,000,000 each occurrence - owned/non-owned/hired automobiles included.
4. Excess Liability - \$           .00 per occurrence to follow the primary coverages.
- XXX 5. The City must be named as and additional insured on the liability policies; and it **must** be stated on the certificate.
6. Other Insurance as indicated:
- |   |                          |
|---|--------------------------|
| <u>    </u> Builders Risk completed value | \$ <u>          </u> .00 |
| <u>    </u> Liquor Liability              | \$ <u>          </u> .00 |
| <u>    </u> Fire Legal Liability          | \$ <u>          </u> .00 |
| <u>    </u> Protection and Indemnity      | \$ <u>          </u> .00 |
| <u>    </u> Employee Dishonesty Bond      | \$ <u>          </u> .00 |
| <u>    </u> Other                         | \$ <u>          </u> .00 |
- XXX 7. Thirty (30) days written cancellation notice required.
- XXX 8. Best's guide rating B+:VI or better, latest edition.
- XXX 9. The certificate must state the bid number and title

#### **BIDDER AND INSURANCE AGENT STATEMENT:**

We understand the Insurance Requirements of these specifications and that evidence of this insurance may be required within five (5) days after bid opening.

\_\_\_\_\_  
**Bidder**

\_\_\_\_\_  
**Signature of Bidder**

**BASS MUSEUM SCHOOL OF ART HVAC RENOVATIONS  
BID # 06-03/04**

**2.0 SPECIAL CONDITIONS**

**2.1 PURPOSE:**

The purpose of this bid is to establish a contract, by means of sealed bids to a qualified contractor, for the HVAC Renovations for the Bass Museum School of Art, to include installation of five (5) new air conditioning units, and removal of existing units.

**2.2 TERM OF CONTRACT: N/A**

**2.3 PROGRESS SCHEDULE:**

The City will issue a first notice to proceed after award of contract notifying contractor to commence scheduling activities, permit applications, delivery of the A/C units and other pertinent work. Once contractor is in receipt of all permits and materials, a second notice to Proceed will be issued to mobilize on the project site and commence with work.

**2.4 COMPLETION TIMES:**

Time is of the essence throughout this Contract. This project shall be substantially completed within **fifteen (15)** calendar days from the issuance of the second Notice to Proceed, and completed and ready for final payment within **seven (7)** calendar days from the date certified by the Project Manager as the date of Substantial Completion.

**2.5 ADDITIONS/DELETIONS OF FACILITIES: N/A**

**2.6 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT: N/A**

**2.7 PRE-BID CONFERENCE/SITE INSPECTION:**

A Pre-Bid Conference will be held at 10:00 a.m. on February 19, 2004 at the Bass Museum School of Art located at 2100 Washington Avenue, Miami Beach, FL 33139.

**2.8 METHOD OF AWARD**

Award of this contract will be made to the lowest and best bidder, as defined in General Conditions 1.48, whose bid will be the most advantageous to the City of Miami Beach.

**2.9 VENDOR APPLICATION**

The City of Miami Beach has contracted with BidNet and has begun utilizing a new central bid notification system created exclusively for state and local agencies located in South Florida. Created in conjunction with BidNet(r), this new South Florida Purchasing system has replaced the DemandStar system and allow vendors to register online and receive notification of new bids, amendments and awards. Vendors with Internet access should review the registration options at the following website: [www.govbids.com/scripts/southflorida/public/home1.asp](http://www.govbids.com/scripts/southflorida/public/home1.asp). If you do not have Internet access, please call the BidNet(r) support group at 800-677-1997 extension # 214.

**2.10 CONTACT PERSON:**

The contact person for this Invitation to Bid is **Marta Fernandez**. The contact person may be reached by phone: 305.673.7490; fax: 305.673.7851; or e-mail: [martafernandezrubio@miamibeach.gov](mailto:martafernandezrubio@miamibeach.gov). Communications between a proposer, bidder, lobbyist or consultant and Procurement Staff is limited to matters of process or procedure.

Requests for additional information or clarifications must be made in writing to the contact person, with a copy to the City Clerk, no later than ten (10) calendar days prior to the scheduled Bid opening date.

The City will issue replies to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the deadline for responding to the Bid. Bidders should not rely on representations, statements, or explanations other than those made in this Bid or in any written addendum to this Bid. Bidders should verify with the Procurement Division prior to submitting a proposal that all addenda have been received.

YOU MUST FAMILIARIZE YOURSELF WITH GENERAL CONDITION 1.66, ENTITLED CONE OF SILENCE, WHICH SETS FORTH THE POLICIES AND PROCEDURES RELATIVE TO ORAL AND WRITTEN COMMUNICATIONS.

**2.11 SAMPLES: N/A**

**2.12 (NOT USED)**

**2.13 LIQUIDATED DAMAGES:**

Bidder agrees to pay Owner as **liquidated damages** for delay (but not as a penalty) the amount of **Fifty Dollars (\$50.00) for each calendar day beyond the fifteen-day substantial completion period** until the work is substantially completed. After Substantial Completion if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time, Contractor shall pay Owner **Fifty Dollars (\$50.00) for each calendar day beyond the time specified for completion and readiness for final payment.**

**2.14 DISCOUNTS (From published price lists): N/A**

**2.15 ESTIMATED QUANTITIES: N/A**

**2.16 HOURLY RATE: N/A**

**2.17 WARRANTY:**

The successful bidder will be required to warranty all work performed and equipment supplied for a minimum of 1 year from date of acceptance.

**2.18 PRODUCT/CATALOG INFORMATION:**

All bidders must submit product information on the product they propose to furnish if awarded this contract. Failure to submit such information may result in rejection of your bid.

**2.19 REFERENCES (PROVIDE 8 REFERENCES, IN THE CUSTOMER REFERENCE FORM ON PAGE 25)**

Each bid must be accompanied by a minimum of eight (8) references. At least four (4) of those references must be for projects completed, of which each project total cost was twenty-five thousand dollars **(\$25,000) or higher** in construction work. Reference shall include the name of the company, a contact person and the telephone number. **NO BID WILL BE CONSIDERED WITHOUT THIS LIST.**

**2.20 COMPLETE PROJECT REQUIRED:**

These specifications describe the various items or classes of work required, enumerating or defining the extent of same necessary, but failure to list any items or classes under scope of the several sections shall not relieve the contractor from furnishing, installing or performing such work where required by any part of these specifications, or necessary to the satisfactory completion of the project.

Workmanship of units will be inspected and accepted by the Property Management Director, or designated representative.

**2.21 FACILITY LOCATION:**

2100 Washington Avenue, Miami Beach, FL 33139.

**2.22 BIDDER QUALIFICATIONS:**

In order for bids to be considered, bidders must submit with their bid, evidence that they are qualified to satisfactorily perform the specified work. Evidence shall include all information necessary to certify that the bidder: maintains a permanent place of business; has technical knowledge and practical experience in the type of equipment included in this scope of work; has available the organization and qualified manpower to do the work; has adequate financial status to meet the financial obligations incident to the work; has not had just or proper claims pending against him or his work; and has done HVAC renovations as specified under the Minimum Requirements on Page 2 of this Bid Documents. The evidence at a minimum will consist of listing of work that has been provided to public and private sector clients, ei. nature of work and number of units (includes purchase, delivery and installation) within the last three (3) years.

**2.23 LATE BIDS:**

At time, date, and place above, bids will be publicly opened. Any bids or proposals received after time and date specified will be returned to the bidder unopened. The responsibility for submitting a bid/proposal before the stated time and date is solely and strictly the responsibility of the bidder/proposer. The City is not responsible for delays caused by mail, courier service, including U.S. Mail, or any other occurrence.

**2.24 EXCEPTIONS TO SPECIFICATIONS:**

Exceptions to the specifications shall be listed on the Bid Form and shall reference the section. Any exceptions to the General or Special Conditions shall be cause for the bid to be considered non-responsive.

**2.25 COMPLETE INFORMATION REQUIRED ON BID FORM:**

All bids must be submitted on the attached Bid Form and all blanks filled in. To be considered a valid bid, the **ORIGINAL AND ONE COPY** of the Bid Form pages and all required submittal information must be returned, properly completed, in a sealed envelope as outlined in the first paragraph of General Conditions.

**2.26 MAINTENANCE AGREEMENT: N/A**

**2.27 EQUAL PRODUCT:**

Manufacturer's name, brand name and model number are used in these specifications for the purpose of establishing minimum requirement of level of quality, standards of performance and design required and is in no way intended to prohibit the bidding of other manufacturer's items of equal material, unless otherwise indicated. Equal (substitution) may be bid, provided product so bid is found to be equal in quality, standards of performance, design, etc. to item specified, unless otherwise indicated.

**Where equal is proposed, bid must be accompanied by complete factory information sheets (specifications, brochures, etc.) and test results of unit bid as equal.**

**BASS MUSEUM SCHOOL OF ART HVAC RENOVATIONS  
BID # 06-03/04**

**3.0 MINIMUM SPECIFICATIONS**

**SCOPE OF WORK**

Contractor shall remove five (5) existing air conditioning units from the Bass Museum School of Art roof. All existing support steel shall be replaced. Contractor shall furnish and install five (5) new air conditioning units, support steel, duct work, controls, electrical, plumbing, roofing, crane, duct smoke detectors, engineering drawings and be licensed to pull all permits necessary to successfully complete the work.

**1. GENERAL**

- 1.1.** The contractor shall replace five existing self-contained air conditioning units located on the roof. Contractor shall furnish the new air conditioning units, controls, equipment, crane, labor, material, electrical and plumbing work, engineering drawings and permits to successfully complete the work. All work shall be completed in accordance with Florida Building Code and all other applicable codes, and in a manner consistent with industry standards. Any waiver of permit fees shall be solely determined by the Building Department. Contractor shall verify tonnage and voltages. Contractor shall verify that new units comply with outside air requirements as outlined by ASHRAE and any other guidelines applicable to the work being performed. The City shall not supply any current engineering drawings or heat load calculations.
- 1.2.** Contractor shall furnish at the time of bid submittal a list of the proposed equipment and their corresponding specifications.
- 1.3.** Contractor shall submit proposal in a line item format as follows:

<u>Item</u>	<u>Cost</u>
HVAC equipment	
Labor	
Crane	
Duct work	
Electrical	
Miscellaneous	
<b>TOTAL</b>	

**2. EQUIPMENT LIST**

- 2.1** The following is a list of the equipment to be replaced:

<i>Unit type</i>	<i>Make</i>	<i>Model number</i>	<i>Voltage / Phase</i>
AC#1, Self-contained	York	D4PF060A06A	208-230 / 1
AC#2, Self-contained	York	D2PF048A06A	208-230 / 1
AC#3, Self-contained	York	D2PF048A06A	208-230 / 1
AC#4, Self-contained	York	D4PF060A06A	208-230 / 1
AC#5, Self-contained	York	D4PF060A06A	208-230 / 1

### **3. DISPOSAL**

- 3.1.** All equipment, support steel, duct work, and any other debris resulting from the replacement of these air conditioning equipment shall be removed for disposal by the Contractor. The City shall reserve the right to salvage any component deemed useful.

### **4. NEW HVAC EQUIPMENT**

- 4.1.** The new equipment shall be Trane, Carrier or York, and shall be of equal cooling capacity, voltage, and general characteristics as existing equipment.
  - 4.1.1.** Units shall be furnished with filter section and flexible canvas duct connectors.
  - 4.1.2.** Air conditioning units shall be furnished with fire dampers and duct smoke and fire detectors as required by the Building code.
  - 4.1.3.** All units shall be mounted on aluminum support frames.
  - 4.1.4.** All units shall have vibration eliminators (springs).
  - 4.1.5.** New units shall have factory applied anti-corrosion treatment on evaporator and condenser coils.
  - 4.1.6.** Units shall be supplied with heating.

### **5. CONTROLS**

- 5.1.** Units shall be supplied with cooling, heating, electronic programmable thermostats, located in the occupied areas.

### **6. ELECTRICAL**

- 6.1.** Contractor shall be responsible for the electrical work necessary to complete the job.
- 6.2.** Contractor shall replace electrical disconnects.

### **7. PLUMBING**

- 7.1.** Contractor shall install and secure all drain lines on air conditioning units.

### **8. EQUIPMENT**

- 8.1** Contractor shall supply all cranes, lifts, hoists, and all other equipment necessary to lift, remove, install and discard of all debris, install new units, and successfully complete the work.

**Bid Proposal Page 1 of 3**

We propose to furnish all labor, machinery, tools, means of transportation, supplies, equipment, materials, services necessary for the HVAC Renovations at Bass Museum School of Art, in accordance with these specifications.

Forty Four Thousand Eight Hundred Seventy Five Dollars  
Written Amount



**BASS MUSEUM SCHOOL OF ART HVAC RENOVATIONS**  
**BID # 06-03/04**  
**Bid Proposal Page 2 of 3**

**COMPANY NAME:** MASTER Mechanical Service

**ADD ALTERNATE (ADD TO THE BASE BID AMOUNT)**

ADDITIONAL COST FOR REPLACING ALL EXISTING ELECTRICAL DISCONNECTS WITH STAINLESS STEEL ELECTRICAL DISCONNECTS

**ADD ALTERNATE:** \$ 2,480.00

Two thousand Four hundred Eighty Dollars

Written Amount

**GRAND TOTAL - BASE BID AND ADD ALTERNATE:** \$ 47,125.00

Forty Seven thousand One hundred twenty Five Dollars

Written Amount

Delivery of A/C units 45 to 60 calendar days ARO

**NOTE: The City reserves the right to award this contract based on the lowest and best bidder's Grand Total (Base Bid plus the Add Alternate) based on the City's available funding.**

BASS MUSEUM SCHOOL OF ART HVAC RENOVATIONS

BID # 06-03/04

Bid Proposal Page 3 of 3

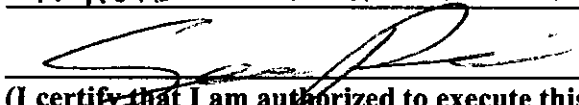
PAYMENT TERMS: NET 30. If other, specify here \_\_\_\_\_

ANY LETTERS, ATTACHMENTS, OR ADDITIONAL INFORMATION TO BE  
CONSIDERED PART OF THE BID MUST BE SUBMITTED IN DUPLICATE.

SUBMITTED BY: SEAN PINNA

TITLE: \_\_\_\_\_

COMPANY NAME: MASTER MECHANICAL SERVICE

SIGNED:   
(I certify that I am authorized to execute this proposal and  
commit the bidding firm)

Bidders must acknowledge receipt of addendum (if applicable).

Amendment No. 1: 2/24/04  
Insert Date

Amendment No. 2: 3/3/04  
Insert Date

Amendment No. 3: \_\_\_\_\_  
Insert Date

Amendment No. 4: \_\_\_\_\_  
Insert Date

NAME/TITLE(Print): SEAN PINNA

ADDRESS: 6187 NW 167 ST H-25

CITY/STATE: MIAMI, FL ZIP: 33015

TELEPHONE NO: 305 825 3004

FACSIMILE NO: 305 825 1607

FEDERAL I.D. NUMBER: \_\_\_\_\_

**BASS MUSEUM SCHOOL OF ART HVAC RENOVATIONS****BID # 06-03/04****BID CHECK LIST**

To ensure that your bid is submitted in conformance with the Contract Documents, please verify that the following items have been completed and submitted as required.

<b>X</b>	<b>Original and one copy of bid (including all submittal information)</b> General Conditions Section 1.1 Special Conditions Section 2.25
<b>X</b>	<b>Execution of Bid</b> General Conditions Section 1.2
<b>X</b>	<b>Equivalents/Equal Product</b> General Conditions Section 1.10 Special Conditions Section 2.27
<b>X</b>	<b>Insurance and Indemnification (including Insurance Checklist)</b> General Conditions Section 1.67
<b>X</b>	<b>Bid Guaranty/Performance Bond</b> General Conditions Section 1.34
<b>X</b>	<b>Warranty</b> Special Conditions Section 2.17
<b>X</b>	<b>Product/Catalog Information</b> Special Conditions Section 2.18
<b>X</b>	<b>References</b> Special Conditions Section 2.19 / Page 25
<b>X</b>	<b>Bidder Qualifications</b> Special Conditions Section 2.22
<b>X</b>	<b>Exceptions to Specifications</b> Special Conditions Section 2.24
<b>X</b>	<b>Contractor's Questionnaire</b> (Page 27)

**BASS MUSEUM SCHOOL OF ART HVAC RENOVATIONS**  
**BID # 06-03/04**

**CUSTOMER REFERENCE LISTING**

Bidder's shall furnish the names, addresses, and telephone numbers of a minimum of eight (8) firms or government organizations for which the Contractor is currently furnishing or has furnished, similar services.

(See "Minimum Requirements, page 2)

- 1) Company Name Hialeah Housing Authority  
Address 40 E. 7<sup>th</sup> St. Hialeah, FL 33010  
Contact Person/Contract Amount Celi Erjesum \$377,500  
Telephone No. 305/888-9744 Fax No. 305/887-0997
  
- 2) Company Name EEI Properties  
Address 420 Jefferson Ave. MB, FL 33139  
Contact Person/Contract Amount Billy Little  
Telephone No. 305/535-6500 Fax No. 305/702-5437
  
- 3) Company Name Royal Hotel, Steve Normandy Realty  
Address 7950 NE Bayshore Ct. Miami, FL 33138  
Contact Person/Contract Amount Steve Levinson  
Telephone No. 305/757-5002 Fax No. 305/757-2113
  
- 4) Company Name Pacific Time Restaurant  
Address 915 Lincoln Rd. MB, FL 33139  
Contact Person/Contract Amount Jonathan Eismann  
Telephone No. 305/534-2607 Fax No. 305/534-1607

**BASS MUSEUM SCHOOL OF ART HVAC RENOVATIONS  
BID # 06-03/04**

**CUSTOMER REFERENCE LISTING (Contd.)**

- 5) Company Name Chiquita Banana Facilities  
Address 3030 NE 2 Ave, Miami, FL 33137  
Contact Person/Contract Amount Tim Murphy  
Telephone No. 305/573-7610 Fax No. 305/576-1838
- 6) Company Name Miami Beach Community Church  
Address 1020 Drexel Ave. MB, FL 33139  
Contact Person/Contract Amount Neil Deputy  
Telephone No. 305/534-4020 Fax No. 305/531-4095
- 7) Company Name Groden Stamp - Bisc. Med. Bldg.  
Address 65 NW 168 St. NMB, FL 33169  
Contact Person/Contract Amount Freddy \$16,000  
Telephone No. 305/493-1243 Fax No. 305/493-1248
- 8) Company Name Keystone Properties  
Address PO Box #402336, MB, FL 33140  
Contact Person/Contract Amount Joan Bennett  
Telephone No. 305/530-7878 Fax No. 305/538-1031

### CONTRACTOR'S QUESTIONNAIRE

**NOTE:** Information supplied in response to this questionnaire is subject to verification. Inaccurate or incomplete answers may be grounds for disqualification from award of this bid.

Submitted to The Mayor and City Commission of the City of Miami Beach, Florida:

By Master Mechanical Services, Inc.

Principal Office 16187 NW 167 St. H-25, Miami FL 33015

How many years has your organization been in business as a General Contractor under your present business name? 10 yrs. Mechanical/General

Does your organization have current occupational licenses entitling it to do the work contemplated in this Contract? yes

State of Florida occupational license - state type and number: 196-General Mechanical Contractor  
" 330993-7 " 4/1/98-1-3

Dade County certificate of competency - state type and number: CME-057200, CME-0567201

City of Miami Beach occupational license - state type and number: \_\_\_\_\_

Include copies of above licenses and certificates with proposal.

How many years experience in similar work has your organization had?

- (A) As a General Contractor 3 yrs  
(B) As a Sub-Contractor 22 yrs  
(C) What contracts has your organization completed?

<u>Contract Amt</u>	<u>Class of Work</u>	<u>When Completed</u>	<u>Name/Address of Owner</u>
<u>\$127000</u>	<u>HVAC</u>	<u>1/04</u>	<u>Boni Real Estate, Sabah Nissan 305/538-7200</u>
<u>\$14365</u>	<u>HVAC</u>	<u>10/03</u>	<u>City of Miami, Roberto Silva 305/414-1254</u>
<u>\$82000</u>	<u>HVAC</u>	<u>12/03</u>	<u>Gateway Development, Tim Silvers 305/672-0801</u>

Have you ever had a contract terminated (as prime contractor or sub-contractor, under existing company name or another company name) due to failure to comply with contractual specifications? NO

If so, where and why? N/A

Has any officer or partner of your organization ever failed to complete a construction contract handled in his own name?

NO

If so, state name of individual, name of owner, and reason thereof N/A

In what other lines of business are you financially interested or engaged? N/A

Give references as to experience, ability, and financial standing Lupe Pimentel, Wachovia  
Celi Ervenson, Hialeah Housing 305/812-1713  
305/888-9744

What equipment do you own that is available for the proposed work and where located?  
Bobcat, 8 large trucks

What Bank or Banks have you arranged to do business with during the course of the Contract should it be awarded to you? Wachovia, NA

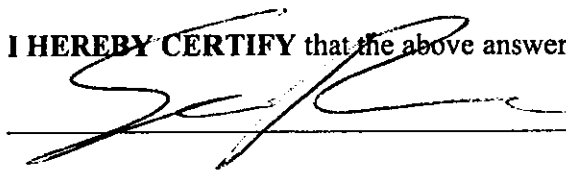
15615 NW 107 Ave.

Miami Lakes, FL 33015

Lupe Pimentel (305) 812-1713

Please list the names and addresses of the subcontractors to be used for the portions of the work listed below.

I HEREBY CERTIFY that the above answers are true and correct.



(SEAL)

(SEAL)

MIAMI-DADE COUNTY 2003 OCCUPATIONAL LICENSE TAX 2004  
TAX COLLECTOR  
140 W. FLAGLER ST.  
14TH FLOOR  
MIAMI, FL 33130  
MIAMI-DADE COUNTY - STATE OF FLORIDA  
EXPIRES SEPT. 30, 2004  
MUST BE DISPLAYED AT PLACE OF BUSINESS  
PURSUANT TO COUNTY CODE CHAPTER 8A - ART. 9 & 10

FIRST-CLASS  
U.S. POSTAGE  
PAID  
MIAMI, FL  
PERMIT NO. 231

THIS IS NOT A BILL-DO NOT PAY

317359-8  
BUSINESS NAME / LOCATION

RENEWAL  
LICENSE NO. 330993-7  
STATE #CMC056729

MASTER MECHANICAL SERVICES INC  
6187 NW 167 ST H25  
33015 UNIN DADE COUNTY

OWNER

MASTER MECHANICAL SERVICES INC  
Sec. Type of Business

WORKERS  
4

196 GENERAL MECHANICAL CONTRACTOR  
THIS IS AN OCCUPATIONAL  
TAX ONLY. IT DOES NOT  
PERMIT THE LICENSEE TO  
VIOLATE ANY EXISTING  
REGULATORY OR ZONING  
LAWS OF THE COUNTY OR  
CITIES. NOR DOES IT  
EXEMPT THE LICENSEE  
FROM ANY OTHER LICENSE  
OR PERMIT REQUIRED BY  
LAW. THIS IS NOT A  
CERTIFICATION OF THE  
LICENSEE'S QUALIFICA-  
TION.

DO NOT FORWARD  
MASTER MECHANICAL SERVICES INC  
JOANN PINNA PRES  
6187 NW 167 ST #H25  
MIAMI FL 33015

PAYMENT RECEIVED  
MIAMI-DADE COUNTY TAX  
COLLECTOR:

09/30/2003  
02010093002  
000075.00

SEE OTHER SIDE

MIAMI-DADE COUNTY 2003 OCCUPATIONAL LICENSE TAX 2004  
TAX COLLECTOR  
140 W. FLAGLER ST.  
14TH FLOOR  
MIAMI, FL 33130  
MIAMI-DADE COUNTY - STATE OF FLORIDA  
EXPIRES SEPT. 30, 2004  
MUST BE DISPLAYED AT PLACE OF BUSINESS  
PURSUANT TO COUNTY CODE CHAPTER 8A - ART. 9 & 10

FIRST-CLASS  
U.S. POSTAGE  
PAID  
MIAMI, FL  
PERMIT NO. 231

THIS IS NOT A BILL-DO NOT PAY

454982-1  
BUSINESS NAME / LOCATION

RENEWAL  
LICENSE NO. 474984-3  
STATE #CMC057200

MASTER MECHANICAL SERVICES INC  
6187 NW 167 ST H25  
33015 UNIN DADE COUNTY

OWNER

MASTER MECHANICAL SERVICES INC  
Sec. Type of Business

WORKERS  
4

196 GENERAL MECHANICAL CONTRACTOR  
THIS IS AN OCCUPATIONAL  
TAX ONLY. IT DOES NOT  
PERMIT THE LICENSEE TO  
VIOLATE ANY EXISTING  
REGULATORY OR ZONING  
LAWS OF THE COUNTY OR  
CITIES. NOR DOES IT  
EXEMPT THE LICENSEE  
FROM ANY OTHER LICENSE  
OR PERMIT REQUIRED BY  
LAW. THIS IS NOT A  
CERTIFICATION OF THE  
LICENSEE'S QUALIFICA-  
TION.

DO NOT FORWARD

MASTER MECHANICAL SERVICES INC  
JOANN PINNA PRES  
6187 NW 167 ST #H-25  
MIAMI FL 33015

PAYMENT RECEIVED  
MIAMI-DADE COUNTY TAX  
COLLECTOR:

09/30/2003  
02010093001  
000075.00

SEE OTHER SIDE





STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD  
1940 NORTH MONROE STREET  
TALLAHASSEE FL 32399-0783

(850) 487-1395

FLOWERS, WILLIAM SHAWN  
MASTER MECHANICAL SERVICES INC  
6187 NW 167 STREET #H25  
MIAMI FL 33015

STATE OF FLORIDA		AC#0505025
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION		
CMC057200	07/25/02	200026606
CERTIFIED MECHANICAL CONTRACTOR FLOWERS, WILLIAM SHAWN MASTER MECHANICAL SERVICES INC		
IS CERTIFIED under the provisions of Ch.489 FS.		
Expiration date: AUG 31, 2004 SEQ # L02072501553		

DETACH HERE

0505025

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ#L02072501553

DATE	BATCH NUMBER	LICENSE NBR
7/25/2002	200026606	CMC057200

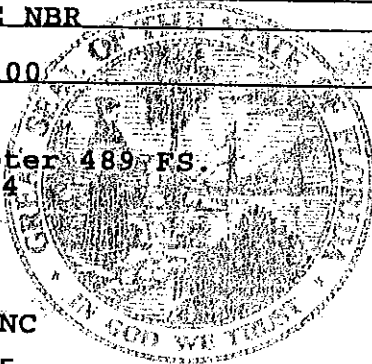
The MECHANICAL CONTRACTOR

Named below IS CERTIFIED

Under the provisions of Chapter 489 FS.

Expiration date: AUG 31, 2004

FLOWERS, WILLIAM SHAWN  
MASTER MECHANICAL SERVICES INC  
6187 NW 167 STREET #H25  
MIAMI FL 33015



JEB BUSH  
GOVERNOR

DISPLAY AS REQUIRED BY LAW

KIM BINKLEY-SEYER  
SECRETARY



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD  
1940 NORTH MONROE STREET  
TALLAHASSEE FL 32399-0783

(850) 487-1395

PINNA, SEAN CHRISTOPHER  
MASTER MECHANICAL SERVICES INC  
6187 NW 167TH STREET #H-25  
MIAMI FL 33015

STATE OF FLORIDA	AC#0505014
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION	
CMC056729	07/25/02 200026606
CERTIFIED MECHANICAL CONTRACTOR PINNA, SEAN CHRISTOPHER MASTER MECHANICAL SERVICES INC	
IS CERTIFIED under the provisions of Ch.489 FS.	
Expiration date: AUG 31, 2004 SEQ # L02072501542	

DETACH HERE

#0505014			STATE OF FLORIDA	
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION			CONSTRUCTION INDUSTRY LICENSING BOARD	
			SEQ#L02072501542	
DATE	BATCH NUMBER	LICENSE NBR		
07/25/2002	200026606	CMC056729		
The MECHANICAL CONTRACTOR Named below IS CERTIFIED Under the provisions of Chapter 489 FS. Expiration date: AUG 31, 2004				
PINNA, SEAN CHRISTOPHER MASTER MECHANICAL SERVICES INC 6187 NW 167TH STREET #H-25 MIAMI FL 33015				

JEB BUSH  
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